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Current Topics.

Shorthand Writers in Police Courts.

SIR MONTAGU SHARPE, at the last Middlesex Sessions, is reported to have urged the need of shorthand writers in the police courts "so that the superior courts could have complete reports of what happened in the courts below; it often happened that statements made in the police court were not included in the depositions." The art of taking depositions is not an easy one, but a competent clerk does not leave out anything material. He does indeed refrain from including all statements made in the course of the proceedings, because a great deal that is said is inadmissible in evidence, or is vain repetition. The less experienced advocate, in cross-examining a witness, will frequently take him again through his examination-in-chief, and the additional statements made by the witness under this treatment occupy very little space. Counsel is naturally loth to think that the net result of a prolonged cross-examination is represented by only a few lines of writing, and is apt to complain that much has been missed out. Even granting, as has indeed to be recognised, that all depositions are not well taken, it is questionable whether the suggested remedy is not worse than the evil. Depositions which recorded every word would be very unwieldy, and the expense of so lengthening them would be very considerable. It would indeed be useful if depositions of the existing type were recorded in shorthand, because proceedings would so be considerably expedited, and, if the transcript were type-written, the illegibility due to ordinary writing at unduly high speed would be avoided. This could apparently lawfully be done without any change in the law, if the old case of *R.* v. *Bates*, 1865, 2 F. & F. 317, is still considered sound.

Liability of Modern Innkeepers.

IN *Aria* v. *Bridge House Hotel (Staines) Ltd.*, SWIFT, J., decided that "the long-established law with regard to an inn-keeper's liability" was, to-day, as applicable to chauffeurs and motor cars as it formerly was to people who rode on horses and drove in gigs. The plaintiff in this case was told by the hotel porter to put his car on a "parking" place adjoining the hotel. This land was not under the defendants' control, but was occupied by their sub-tenant, who allowed guests at the hotel to leave their motor cars on his land. While the plaintiff was at dinner in the defendants' hotel, the car was stolen, and he now claimed against defendants damages for its loss. The defendants pleaded compliance with s. 3 of the Innkeepers Act, 1863, and that, as the car was not lost through the wilful act, default or neglect of themselves or their servants, and was not expressly deposited with them for safe custody, they were not liable for the loss. The learned judge held that the piece of land commonly used by guests at the hotel for "parking" their motor cars while they took their meals, must be taken to be part of the hotel. Apart altogether from any question of negligence, the relationship of innkeepers and guest existed between the defendants and the plaintiff, and the law had been plain for hundreds of years that an innkeeper was responsible for the safe custody of goods belonging to the guests which came on his premises, and an innkeeper was liable for goods lost. This case affords an illustration of the continued application of an old common law doctrine to changed conditions. The defendants cited *Calye's Case*, 8 Co. Rep. 32a, where it is laid down that, "if a man comes to a common inn and delivers his horse to the hostler and requires him to put him to pasture, which is done accordingly, and the horse is stolen, the innholder shall not answer for it . . . for the horse which at the request of the owner is put to pasture is not *infra hospitium*." Here, however, the car was "parked" at the request of the defendants' servant, and it was held by the judge that the "parking" place was *infra hospitium*.

An Osteopath's Fees.

IN *Macnaghten* v. *Douglas*, reported 71 SOL. J., p. 409, ACTON and TALBOT, JJ., following *Hall* v. *Trotter*, 1921, 38 T.L.R. 30, held that an osteopath, unregistered under the Medical Act, 1858, may in certain circumstances be entitled to recover his fees for professional services. Section 32 of the Act debars recovery of fees by unregistered persons for "any medical or surgical advice, attendance, or for the performance of any operation." The county court judge having stopped the case and entered judgment for the defendant on this section, the plaintiff appealed, and was so far successful as to obtain an order for a new trial, the judge below being directed to consider the nature of the services rendered. So far as there might have been advice and diagnosis, the section might be applicable, but it was not so as to mere manipulative skill, otherwise no masseur would be entitled to payment. Leave to appeal was granted, and the judges apparently had some doubt as to *Hall* v. *Trotter*, which, however, they held to be binding on them. It will not bind the Court of Appeal, and the forthcoming judgment may perhaps furnish some closer reasoning on s. 32 than it has received. In particular, the word "operation" may have to be carefully interpreted. The case of *Hennan* v. *Duckworth*, 1904, 20 T.L.R. 436, was not quoted in *Hall* v. *Trotter*, but it was there decided, on the words of a similar section in the Dentists Act, 1878, that an unregistered practitioner might charge for supplying false teeth, but not for fitting or filling. WILLS, J., who came to this conclusion with some reluctance, held that "dental

operation" meant "operation in the surgical sense." The breaking down of an extensive and long-standing adhesion might be far more serious in pain and shock than a simple cutting operation. An analogous question for the legal profession might be as to how far a house or estate agent could fill in a printed tenancy agreement under seal and charge for it without violating s. 44 of the Stamp Act, 1891.

Obtaining Credit by Fraud: Evidence of Similar Transactions.

In a recent case at the Marlborough Street Police Court evidence was given that the accused avoided payment for a meal consumed at a tea-shop by going to the counter, purchasing goods of small value, for which she received a separate bill, then proceeding to the pay desk, paying the counter bill, but not the one for the meal. The defence set up was that it was an act of forgetfulness. Thereupon the prosecution set out to prove a failure to pay on two previous occasions, and were met with the objection that evidence of these previous transactions was not admissible: *R.* v. *Baird*, 1915, 84 L.J., K.B. 1785, being cited as authority. There the appellant was charged with obtaining credit by fraud. Evidence was given of two occasions upon which he had obtained credit and had not paid. The court held that, as these previous transactions could not properly have been the subject of a criminal charge, they were not transactions of a similar nature with the one in question, and therefore could not be given in evidence to show a fraudulent intention on the latter occasion. This, of course, is both good sense and good law, but in the recent police-court case the *modus operandi* was the same on each occasion, and each might have formed the subject of a criminal charge, though whichever had been charged would need the support of the others to prove the fraudulent intention and rebut the defence of accident. It is reasoning in a circle to say that only a case conclusively proved can be used in such a way, because each case taken separately may admit of a doubt. But the transactions must all be of a criminal nature. A mere obtaining credit and not paying is not an offence, and such a transaction is not similar to one *primâ facie* fraudulent. But obtaining credit and not paying, coupled with an evasion, such as procuring a second bill for a less amount and paying only that second bill, on several occasions, shows both system and fraudulent intention, and the evidence was properly admitted by the magistrate.

Computation of Profits of Trade where Three Years' Average not applicable.

The House of Lords have delivered an important decision as to the correct method of computing the profits of a trade set up within three years of the year of assessment, in *Clare and Heyworth* v. *Betts* (*The Times*, 5th April). The material facts in that case were as follows: The appellants commenced trading on the 1st March, 1919. The first accounts were made up for the ten months ending on the 31st December, 1919, and disclosed a profit of £1,000. In respect of the income tax year 1918-1919, the profits were taken as £117 for the thirty-six days during which the trade had been carried on from the 1st March to the 6th April, 1918.

The second set of accounts were made up for the three months beginning on 1st January and ending on 31st March, 1920, this course having been adopted in view of the intention of the appellants that in future the financial year of the business should terminate on that date (31st March). The profits of the above period of three months amounted to £12,150. The question then arose as to the method of computing the profits for the purpose of arriving at the assessment for the second year of trade, 1919-1920. The appellants contended that the amount of the profits for the ten months, 1st March to 31st December, 1918, should be taken, and a computation made which was equivalent to twelve-tenths of that amount, i.e., £1,200. The Commissioners on the other hand contended that the profits for the three months, 1st January to 31st March, 1919, had also to be included, and a computation made which was equivalent to twelve-thirteenths of that amount, i.e., £12,138. Now, r. 1 (2) of the rules applicable to Cases I and II of the Income Tax Act, 1918, provides that "where the trade . . . has been set up and commenced within the said period of three years, the computation shall be made on the average of the profits or gains for one year from the period of the first setting up of the same, and where it has been set up and commenced within the year of assessment the computation shall be made according to the rules applicable to Case VI." The House of Lords held, reversing the decision of the Court of Appeal, and restoring the judgment of Mr. Justice Rowlatt, that the appellants' contentions were correct, and that the profits had to be computed as being equivalent to twelve-tenths of the profits made for the period of ten months ending on the 31st March, 1918. Mr. Justice Rowlatt put the basis of the above decision very clearly in his judgment: "There had to be two periods," said the learned judge, "(1) the period for which the average had to be ascertained, and (2) the period *over* which the accounts were to be brought into calculation for the purpose of arriving at the average. The meaning of the rule was that the period for which the average was required was a year, and that the period *over* which it was to be taken was from the first setting up of the business." As regards the *terminus ad quem*, the learned judge was of opinion that the average was to be taken over the shorter antecedent period, i.e., antecedent to the year of assessment. In the above case the business was commenced on the 1st March, 1919, so that the Crown were precluded from going beyond the 1st March, 1920. Inasmuch as the accounts, however, had been made up to the 31st December, 1919, that period of ten months, as being the shorter antecedent period prior to the year of assessment, had alone to be considered.

Possibility of Bias.

We all recognise the accuracy in point of law and the soundness in point of principle of the observation of Lord Hewart, C.J., in *Rex* v. *Sussex Justices*, 1924, 1 K.B. 256, that "it is not merely of some importance but is of fundamental importance that justice should not only be done, but should manifestly and undoubtedly be seen to be done." There, it may be remembered, proceedings before justices were quashed because their clerk was a member of the firm of solicitors who were professionally prosecuting a claim for damages, arising out of the same accident, against the person in respect of whom a summons came before the justices. The court thought that the clerk could not serve two masters, and held that it was improper in the circumstances for him to be present with the justices while they were considering their decision. There was, of course, no suggestion that the clerk in fact influenced the justices; indeed, the evidence was that he abstained from referring to the case; but the court considered his two-fold position a manifest contradiction. The principle of that decision seems to be carried still further by the more recent case of *Rex* v. *Essex Justices*, 43 T.L.R. 415, where a maintenance order made by justices was quashed because the clerk to the justices was a member of a firm of solicitors which, at a different office, had acted for the wife at an earlier stage of the same proceedings, the justices' clerk being unaware of this fact. These decisions make the duties of justices' clerk where he is engaged in private practice, as most justices' clerks are, somewhat embarrassing, but, of course, this circumstance cannot be allowed to affect the legal consequence. But is not the principle of the possibility of bias being stretched somewhat far? Bias is one thing; the mere possibility of bias, however remote, is another, and somewhat difficult to assume when the court accepts, as it did in *Rex* v. *Essex Justices*, the clerk's statement that he was not aware that his firm had in fact ever acted on behalf of the applicant for the maintenance order.

The Trade Disputes and Trade Unions Bill.

By E. P. HEWITT, K.C., LL.D.

(*Continued from p.* 378.)

IV.

Two long sittings of the House of Commons in committee having failed last week to effect any real progress in the passage of the Trade Disputes Bill, the Government decided to apply "the guillotine" to accelerate the pace. The time allotted is divided between the different sections according to what is considered to be their respective importance and difficulty, regard being also had to the degree of controversial opposition which they arouse. Two days, making with the two committee days of last week four days in all, are given to cl. 1, as being the most important section of the Bill. Clause 3, which relates to picketing, and cl. 4, which relates to the political fund, are highly controversial, and two days of committee are allotted to each of them. Clauses 2, 5, 6, 7 and 8 are given one day each, and another day is set aside for new clauses and schedules.

In the discussions of last week a good deal of the time of the House was taken up in debating whether cl. 1 is in fact declaratory of the existing law or is an innovation creating entirely new offences. The question is one upon which lawyers of distinction differ; but it does not appear to be of great importance, provided that the clause if passed would place the law upon a reasonable footing—in other words, if the clause, without creating injustice, will make the position of the general public and the freedom of the individual more secure. The difficulty of framing a clause defining a general strike in terms sufficiently comprehensive, without going too far, was made evident in the debates. Suggestions have already been offered in THE SOLICITORS' JOURNAL for amending cl. 1 in a way which would, it is thought, make it simpler as well as stronger. A proposal was put forward by Sir JOHN SIMON that in place of s. 1 (1) as it stands in the Bill, the following clause should be substituted:—

> "1.—(1) It is hereby declared that notwithstanding anything in the Trade Union Acts, any *combination*, whether of employers or of persons employed, the main object of which is to coerce the Government or Parliament as distinguished from furthering a trade dispute by means of concerted and *simultaneous* refusal to continue employment or work is an unlawful conspiracy." [The italics are mine.]

Although this clause was short and terse and met with approval from several quarters of the House, it was open to obvious drawbacks. The word "*combination*" is used in the Trade Union Acts to mean a trade union (whether of workmen or employers), and presumably it has the same meaning in Sir JOHN SIMON'S proposed amendment. The clause might, therefore, be read as "Any trade union, whether of employers or of employed, the main object of which is to coerce the Government," etc. There is no trade union the main object of which is to coerce the Government or Parliament. If any such trade union were formed it would not be entitled to be registered, and if in fact registered, its registration should be withdrawn as not satisfying the definition of a trade union in the Trade Union Act, 1913. To make the clause work, in place of the words "any combination," the words "any strike or lock-out" should have been inserted. A further objection would appear to follow from the use of the word "simultaneous," which might prevent the application of the clause in a case where strikes in distinct industries followed closely upon one another without originating at precisely the same moment.

The first four clauses of the Bill, including the Government main amendment to cl. 1, have been dealt with analytically in previous issues of THE SOLICITORS' JOURNAL. Section 5 adopts a middle course between disallowing the formation of trade unions in the civil service and permitting the same freedom of association as that possessed by employees outside the civil service. Sub-section (1) provides for certain additions to the regulations concerning civil service employment, by which civil servants are to be prohibited "from being members, delegates or representatives of any organisation of which the primary object is to influence or affect the remuneration and conditions of employment of its members, unless the organisation" is one of which the membership is confined to civil servants and is independent of and not affiliated to an organisation the membership of which is not confined to civil servants; and an organisation of civil servants is not to include political objects among its objects, nor is it to be associated with any political party. The sub-section is qualified by a provision that regulations under the section are not to prevent (*a*) a civil servant from remaining a member of a trade union of which he had, at the commencement of the Act, been a member for more than six months, if under its rules he may be entitled to any payment during incapacity, etc.; or (*b*) a civil servant, who is also engaged in some other employment, from being a member of a trade union of persons engaged in such employment.

The provisions of this section would appear to be reasonable. If a trade union of civil servants becomes affiliated to outside trade unions it might be involved in a dispute resulting in a strike of a nature declared by cl. 1 to be illegal; and for civil servants to join in an illegal strike would mean that the State was in conflict with its own employees.

Clause 6 (1) of the Bill makes it unlawful for any local or other public authority to make it a condition of employment that a person "shall or shall not be a member of a trade union"; or to impose any condition "whereby persons who are or who are not members of a trade union are liable to be placed . . . under any disability or disadvantage as compared with other employees." This clause is acknowledged to be quite impartial as between trade unionists and non-trade unionists; and it does not seem fitting that in giving or withholding employment, a public body should draw any distinction between those who do and those who do not belong to a trade union.

Sub-cl. (2) of this section has very little connexion with sub-cl. (1). Sub-cl. (1) relates to public bodies; and sub-cl. (2) relates to the employees of public bodies. Sub-cl. (2) proposes to amend s. 5 of the Conspiracy and Protection of Property Act, 1875, which provides:—

> "Where any person wilfully and maliciously breaks a contract of service or of hiring, knowing or having reasonable cause to believe that the probable consequences of his so doing, either alone or in combination with others will be to endanger human life, or cause serious bodily injury, or to expose valuable property to destruction or serious injury," he is to be liable to fine or imprisonment.

Clause 6 (2) of the new Bill proposes to add to this clause the following paragraph:—

> "If any person employed by a local or other public authority wilfully breaks a contract of service with that authority, knowing or having reasonable cause to believe that the probable consequences of his so doing, either alone or in combination with others, will be to hinder or prevent the discharge of the functions of the authority, he shall be liable, on summary conviction, to a fine not exceeding ten pounds, or to imprisonment for a term not exceeding three months."

It will be observed that both s. 5 of the Act of 1875 and the proposed addition to it only apply in cases where there is a breach of contract. Under neither provision is any offence committed if the employment is terminated on due notice. The new clause repeats the word "wilfully," but omits "and maliciously," which appear in the Act of 1875. The words "and maliciously," however, add little; since a wilful breach

of contract with knowledge that serious consequences would probably result, would be regarded by the court as malicious. The essential differences between s. 5 of the Act of 1875 and the addition proposed to be made to it are that s. 5 applies to contracts of service generally; whereas, the new clause is confined to contracts of service with a local or other public authority; and under s. 5 no offence is committed unless the person breaking a contract knows or has reasonable cause to believe that the consequences will be " to endanger human life or cause serious bodily injury, or to expose valuable property to destruction or serious injury "; whereas under the amending clause an offence is committed if the person breaking contract with a public authority knows or has reasonable cause to believe that the probable consequence will be " to hinder or prevent the discharge of the functions of the authority." This distinction rests, presumably, upon the ground that a suspension by a public authority in the carrying out of its functions must have serious consequences; and in the case of such duties as those relating to drainage and water supply this would necessarily be the result.

An amendment to the effect of cl. 6 (2) would be more appropriately made to s. 4 of the Act of 1875, as suggested in THE SOLICITORS' JOURNAL in its issue for the 22nd January, 1927.

(*To be continued*).

The Search at 49, Moorgate.

THE search recently conducted by the London police at the contiguous and interconnecting, if not the joint, premises of an English registered company known as " Arcos Limited " and of a body described as the " Soviet Trade Delegation " has been productive of a good deal of loose talk about diplomatic immunities and privileges. We shall endeavour to say what can be said with tolerable certainty in a complicated matter, premising that we are writing before the Home Secretary's promised statement to the House of Commons of the 19th May. We are not for the moment concerned with the details of the recent search, but rather with the general principles which appear to govern, firstly, the inviolability of diplomatic persons and premises, and, secondly, the status of foreign official missions in this country, such as the Soviet Trade Delegation.

Diplomatic persons and premises.—Ambassadors and other diplomatic agents are immune from the local, civil and criminal jurisdictions, though in certain exceptional cases they may become subject to the civil jurisdiction. If a diplomatic agent kills a pedestrian by negligently driving his car, neither criminal nor civil proceedings will lie against him unless his Government instructs him to waive his immunity. In general, too, such persons have personal inviolability and may not be arrested or searched. Similarly, embassies and other diplomatic premises are, in general, inaccessible to local police or revenue officers except by consent of the diplomatic agent. But neither the personal inviolability of a diplomatic agent or of diplomatic premises is absolute. The statement by HALL (" International Law," 8th ed., p. 52) may be taken as representative: " It is agreed that the house of a diplomatic agent is so far exempted from the operation of the territorial jurisdiction as is necessary to secure the free exercise of his functions. It is equally agreed that this immunity ceases to hold in those cases in which a government is justified in arresting an ambassador and in searching his papers; an immunity which exists for the purpose of securing the enjoyment of a privilege comes naturally to an end when a right of disregarding the privileges has arisen." What then are the cases in which " a government is justified in arresting an ambassador and searching his papers? " Actual recorded instances are happily rare, but we may mention the case of Count GYLLENBORG, the Swedish Minister in London in 1716, who, on the ground of complicity in a Jacobite plot involving the landing of a Swedish army on the coast of Scotland, was arrested by the British Government and his papers were seized. Copies of some of these papers and of certain intercepted letters were then circulated to the members of the diplomatic corps in London, who subsequently withdrew their protest against the arrest. In the year 1718 a similar case occurred in Paris, where the Spanish ambassador CELLAMARE was arrested, and his papers were searched, on the ground of a conspiracy against the Regent of France. By some authors this right in grave cases of arresting a diplomatic agent and seizing his papers is rested upon self-defence, that is, the right and duty imposed upon the State in extreme cases of taking the measures necessary for its preservation against a foreign enemy; by others, it is regarded as a right in reserve which is not abandoned upon the tacit grant of diplomatic immunity. It does not matter much which is the true basis; the former seems to us preferable.

Non-diplomatic official persons and premises.—Consuls are, of course, not diplomatic persons, except in certain non-European countries. But one State frequently has occasion to send some of its officers or agents to another country for purposes which have nothing to do with diplomatic or consular representation at all. The purposes might, for instance, be collaboration between the two police forces or in connexion with postal or telegraphic services on state railways or purely commercial. The officials engaged in such work are the agents of a foreign state and by reason of their public character are entitled as a matter of comity to a certain degree of consideration and protection; but neither they nor the premises occupied by them are entitled to diplomatic privileges, and it is a misnomer to speak of diplomatic immunity in connexion with them at all. It may happen that their status is regulated by agreement, such as the Trade Agreement of 16th March, 1921 (Cmd. 1207), between His Majesty's Government and the Government of the Russian Socialist Federal Soviet Republic. Three clauses of this agreement are relevant, and the following extracts may be made from them:—

> Clause IV.—Each party may nominate such number of its nationals as may be agreed from time to time as being reasonably necessary to enable proper effect to be given to this Agreement . . . and the other party shall permit such persons to enter its territories, and to sojourn and carry on trade there . . . They shall be at liberty to communicate freely by post, telegraph and wireless telegraphy and to use telegraph codes . . .
>
> Clause V.—Each party may appoint one or more official agents to a number to be mutually agreed upon, to reside and exercise their functions in the territories of the other, who shall personally enjoy all the rights and immunities set forth in the preceding article and also immunity from arrest and search . . .
>
> Clause VI.—Each party undertakes generally to ensure that persons admitted into its territories under the two preceding articles shall enjoy all protection, rights and facilities which are necessary to enable them to carry on trade, but subject always to any legislation generally applicable in the respective countries.

This agreement has been before the English courts on at least one occasion. In *Fenton Textile Association* v. *Krassin*, 38 T.L.R. 259, the then official trade agent of the Soviet Government claimed that a writ of summons against him in an action for the price of goods sold and delivered should be set aside on the ground that he was the authorised representative of a foreign state, and as such entitled to immunity from process. The Court of Appeal held that he was only entitled to such immunities as the trade agreement conferred upon him, for instance, immunity from arrest and search, and had no immunity from civil process.

The recent incident.—Applying the foregoing considerations to the facts of the recent search at 49, Moorgate, so far as they are available to us, it seems possible to lay down with some degree of confidence the following propositions:—

(*a*) as regards the execution of a search warrant issued under the Official Secrets Act, 1911, the premises and officers and employees of the English company known as

" Arcos Limited " differ in no respect from the premises and officers and servants of any other English company;

(*b*) the duly appointed agents forming the Soviet Trade Delegation are *prima facie* entitled to immunity from search and arrest as the result of the trade agreement of March, 1921, but have no diplomatic immunity whatsoever;

(*c*) the premises of the Soviet Trade Delegation, whether distinct from those of Arcos Limited or not, have no diplomatic inviolability, and no privilege under the trade agreement;

(*d*) it is a reasonable inference from the trade agreement that the British Government should refrain from acts affecting the persons or the premises involved in trading which would hamper such trading, but this obligation is entirely subject to the law of England as to the execution of search warrants and other matters; and, finally

(*e*) that any immunity or degree of consideration to which the officials or premises of the Soviet Trade Delegation may be entitled under the trade agreement or as a matter of international comity is entirely subordinated to the necessities of self-defence; so that if the British Government can shew good grounds for believing that there were on these premises or in the custody of these persons documents whose secrecy was essential to the welfare of Great Britain, the action of the Government in searching both persons and premises is completely justified.

It is also relevant to point out that the trade agreement is expressly subject to the fulfilment of the conditions " that each party refrains from hostile action or undertakings against the other and from conducting outside of its own borders any official propaganda direct or indirect against the institutions of the British Empire or the Russian Soviet Republic respectively . . ."

Private Street Works.

By ALEXANDER MACMORRAN, M.A., K.C.

(*Continued from p.* 378.)

In the case of *Winstanley* v. *North Manchester Overseers*, 1908, 1 K.B. 835, affirmed in the House of Lords, 1910, A.C. 7, a parson in whom was vested by statute the freehold of the burial ground in connexion with the church received for his own use burial fees and similar charges. It was held that, as the beneficial occupier of the burial ground, he was liable for poor rate and was not exempt by virtue of the Act just quoted. As further illustrating the meaning of the expression " exclusively appropriated to public religious worship," reference may be made to two cases. The first of these is *Hornsey Local Board* v. *Brewis*, already cited on another point. In that case the defendants were the trustees of a chapel consisting of two floors; the upper floor was the chapel itself and the lower contained a lecture hall and several smaller rooms. The upper floor was exclusively appropriated to public religious worship, and the premises as a whole were registered as such a place. The lecture hall was used for the purposes of a Sunday school and of an institute, the members of the latter paying a subscription, and lectures and concerts were from time to time given in the hall in connexion with the institute, for which tickets were sold to persons who were not members; but the money received did not cover the cost of the entertainments. A bazaar and a sale of work had also been held in the lecture hall, and a charge was made for admission. The money realised from the bazaar was handed to the defendant Brewis and appropriated by him to the chapel building fund, and the proceeds of the sale of work were devoted to the purchase of a piano for the institute. The defendants were sought to be made liable for private street works under the Public Health Act, 1875, s. 150, and it was held that in the circumstances above mentioned it could not be said that the premises were exclusively appropriated to public religious worship. In a later case, *Walton-le-Dale U.D.C.* v. *Greenwood*, 75 J.P. 541, the facts are thus stated in the head-note: Certain premises had been used as a church. A new church had been built on another site, religious services proper since that time having been carried on in the new building. The old premises were used on Sunday mornings and afternoons for a Sunday school. On weekday evenings the premises were used for religious services and class meetings. A debating or literary society met upon the premises once a week, for which no charge was made. Once a month a Rechabites Society met in the vestry to collect their own money for their society. They paid £1 per annum for the fuel and lighting of the vestry. It appeared that upon one occasion at an election time a political meeting had been held on the premises, when the organisers of the meeting paid the chapel keeper 2s. 6d. and the owners of the premises 2s. 6d. for light and heat. It further appeared that there had been held on the premises an At Home in connection with the church work, for which there was a charge for admission, and an entertainment which included a representation of the trial scene from the " Merchant of Venice," for which there was a charge for admission. On each occasion the premises were open to the public and the moneys paid for admission were received by the owners of the premises and used by them for current expenses and to liquidate the debt on the new church. It was held that the premises were not exempt from the poor rate under the Act already mentioned, and consequently were not exempt from liability for private street works under the Act of 1892. In the course of his judgment Darling, J., made some characteristic observations on the suggestion that the trial scene from the " Merchant of Venice " might be said to be within the description of religious worship.

It has been thought desirable to refer to these cases at some length because of a decision of the Divisional Court of Northern Ireland in the case of the *Commissioner of Valuation* v. *The Trustees of Fisherwick Presbyterian Church*. The case is reported in the " Northern Ireland Law Reports," 1927, p. 76, and it has already been made the subject of comment in the Current Topics in the number of this Journal of 30th April, at p. 335. The facts of the case are there sufficiently stated, and it may be enough for the present purpose to say that the case related to a church hall which was used for church purposes, including the meetings of a guild connected with the church, and the activities of the guild embraced the playing of badminton twice a week during six months of the year. Exemption from poor rate was claimed in respect of the premises under the Valuation (Ireland) Act, 17 & 18 Vic., ch. 8, s. 2. That section provides that, in making out the lists or tables of valuation, the Commissioner of Valuation shall distinguish all hereditaments or tenements or portions of the same of a public nature or used for charitable purposes, and the question for the determination of the court was whether, in the circumstances, the church hall could be said to be used for charitable purposes. The Divisional Court held that it could. The language of the Irish Act is, of course, quite different from that of the English statute which has already been quoted at length, and the case may be distinguished on that ground. But with all deference to the judgment of the High Court in the Irish case, it is open to serious doubt whether the decision is one which would be followed in an English court on the construction of a statute conferring an exemption from rateability in respect of premises used exclusively for charitable purposes. A question arose with regard to the construction of the words " any churchyard or burial ground attached thereto," but the case does not appear to have been carried beyond the court of summary jurisdiction (see *Failsworth U.D.C.* v. *Jewish Burial Board Trustees*, 90 J.P.Jo. 677).

It will be remembered that under the Public Health Act, 1875, as amended by the Act of 1890, the local authority are

empowered, by notice put up in a street, to declare it to be a highway, and thereupon it becomes a highway repairable by the inhabitants at large. This is subject to a proviso that no such street shall become a highway so repairable if, within a month, the proprietor, or a majority in number of the proprietors of the street, by notice in writing to the urban authority, object thereto. Under the Act of 1892 it is provided, by s. 19, that whenever all or any of the private street works have been executed in a street and the urban authority are of opinion that such street ought to become a highway repairable by the inhabitants at large, they may, by notice to be fixed up in such street, declare the whole of such street to be a highway repairable by the inhabitants at large, and thereupon such street, as defined in the notice, shall become a highway repairable by the inhabitants at large. It will be observed that no power is given to the owners to object and the owners appear to have no remedy unless, indeed, it is to be found in the right of appeal to Quarter Sessions by the Public Health Act, 1890, s. 7. The Act provides further, however, by s. 20, that if all the private street works mentioned in the Act have been executed in any street, the owners, or a majority of them, may require the urban authority to adopt the street as repairable by the inhabitants at large.

(*To be continued.*)

The Roman Catholic Relief Act, 1926.

By T. BOURCHIER CHILCOTT.

An Act has recently been passed, called The Roman Catholic Relief Act (16 & 17 Geo. V, c. 55), to provide further relief of His Majesty's Roman Catholic subjects.

It is the opinion of many people that this enactment was unnecessary, and during the debate on the Bill in the House of Commons it was advanced that to call the Bill a Roman Catholic Relief Bill was a misnomer, as it implied, and falsely implied, that Roman Catholics were subject to disabilities which did not, in fact, exist, with the possible exception, however, of that relating to exemption from income tax in connexion with their charities. This exception, however, does not appear to have existed, as Roman Catholic charities, which in the eyes of the law are really charitable and not religious or pious, were, up to the date of the passing of the Act of 1926, on exactly the same footing as regards liability to payment of income tax as charities of other denominations, although Roman Catholic orders and societies bound by monastic or religious vows could not claim exemption on the ground of being charitable.

Previously to the passing of the Statute of 1 Will. & Mary, c. 18 (called the Toleration Act) all persons entertaining opinions at variance with the doctrines of the Church of England were obnoxious to the laws relating to superstitious uses, and gifts to any denomination dissenting from the Established Religion were considered as being for a superstitious use, notwithstanding they were charitable in the eyes of the law: *Cary* v. *Abbot*, 7 Ves. 490.

The Toleration Act relieved Protestant Dissenters from the disabilities to which they were then subject, and it was not until the Statute of 31 Geo. III, c. 32 (ss. 11 and 17 of which have now been repealed) that some relief was given to persons professing the Roman Catholic religion, s. 11 providing (*inter alia*) that the Act should not extend to any Roman Catholic ecclesiastic who should exercise any of the rites or ceremonies of his religion, or wear the habits of his order, otherwise than as mentioned in the Act, and s. 17 enacting that nothing in the Act contained should make it lawful to found, endow or establish any religious order or society bound by monastic or religious vows, or to found, endow or establish any school, academy or college by persons professing the Roman Catholic religion.

In 1829 further relief was given to Roman Catholics by the Statute of 10 Geo. IV, c. 7 (The Roman Catholic Relief Act), but penalties were imposed on Roman Catholic ecclesiastics officiating otherwise than in their usual places of worship (s. 26 now repealed), and Roman Catholic orders and societies bound by monastic or religious vows remained suppressed and prohibited.

The Act required registration of members of such orders and societies then residing in the country, and members of such orders residing abroad were prohibited from coming into the country without licence (s. 36), but female establishments were exempted (s. 37).

The Act was so worded that it was open to doubt how far Roman Catholics were relieved in respect of their right of holding property given for purposes of education and religious instruction. This doubt was removed by 2 & 3 Will. IV, c. 115, which placed Roman Catholics on the same footing as Protestant Dissenters, but the Act contained the reservation that nothing therein should be taken to repeal, or in any way alter, the provisions contained in 10 Geo. IV, c. 7, respecting the suppression or prohibition of religious orders or societies of the Church of Rome bound by monastic or religious vows (s. 4 now repealed). This Act of 2 & 3 Will. IV, c. 115, was retrospective in its operation: *Bradshaw* v. *Tasker*, 2 Myl. & K. 221.

The reservation respecting the suppression or prohibition of religious orders and societies of the Church of Rome was continued by the Roman Catholic Charities Act, 1860, s. 7 (now repealed). By s. 1 of the Act it was enacted that charities for the exclusive benefit of persons professing the Roman Catholic religion should not be invalidated by reason only that the gift has been, or should be, also subjected to a trust, or provision deemed to be superstitious, or otherwise prohibited by the laws affecting persons professing the Roman Catholic religion, but that the gift might be apportioned and the whole applied to lawful charitable trusts.

The effect, therefore, of s. 1 of the Roman Catholic Charities Act, 1860, was to authorise an apportionment in cases where formerly no apportionment could be decreed (*Chapman* v. *Brown*, 6 Ves. 404), and placed Roman Catholic charities in such cases in a more favourable position than charities of other denominations, but the Act had no application where the fund was wholly dedicated to a superstitious use or an unlawful purpose: *In re Blundell's Trust*, 30 Beaven, 360.

The Roman Catholic Relief Act, 1926, has now removed all the restraints hitherto imposed by statute on the establishment of religious orders and societies of the Church of Rome bound by monastic or religious vows in this country, and gifts, whether of real or personal property, to such orders or societies will no longer be void as being for an unlawful purpose.

It does not follow, however, that the effect of the Act will be to make gifts to such orders or societies charitable in the eyes of the law.

At the date when the Roman Catholic Charities Act, 1860, came into force, gifts for certain purposes and more particularly legacies for masses for the repose of the soul, were illegal and deemed superstitious: *West* v. *Shuttleworth*, 2 M. & K. 684.

The decision in this case had been recognised for a long period of time as the authority establishing the illegality of gifts for masses for the dead, and it was not until the House of Lords decision in the case of *Bourne* v. *Keane*, 1919, A.C. 815, that a bequest of personal estate for such a purpose was upheld, and not void as being for a superstitious use, and that the Statute of 1 Edw. 6, c. 14, did not make masses illegal but merely confiscated property held for such or similar purposes.

The decision in *Bourne* v. *Keane* has had the effect of limiting the application of the law relating to superstitious uses in such manner that it is somewhat difficult to discover a use to which the law can now be applied.

The term "superstitious" was loosely applied to cases where the object of the gift was for the propagation of the rites

of a religion not tolerated by law, and a gift might have been void by the general policy of the law independently of whether or not the gift was for a superstitious use : *Heath* v. *Chapman*, 2 Drew. 417.

Although bequests for masses for the repose of the souls of the dead are now valid, it does not follow that such a bequest is charitable.

This is of some importance, for if such a bequest be not charitable a bequest *upon trust* to apply the yearly income for such a purpose is still void, not, however, as being for a superstitious use, but void as tending to create a perpetuity.

Trusts for the purposes of religion have always been recognised in equity as good charitable trusts, but there is no express authority dealing with the question what constitutes religion for the purpose of this rule : Lord PARKER in *Bowman* v. *Secular Society*, 1917, A.C. 406, at p. 448 ; but his lordship thought it was safe to assume that religion includes all forms of religion which accept the fundamental doctrines of the Christian faith.

It may, it is conceived, be conceded that as the laws prohibiting the practice of the Roman Catholic religion have now been repealed, and the illegality determined, a *trust* for the purpose of saying masses in perpetuity for the dead is a good charitable gift, being an endowment for the advancement of religion just as much in principle as the erection of a church in which they might be said, or the endowment of an additional priest to celebrate them : *O'Hanlon* v. *Logue*, 1906, I.R. 247.

In *O'Hanlon* v. *Logue* the Irish Court of Appeal upheld a bequest for masses in perpetuity as a good charitable gift. The case, however, has been archaised and not followed by a Canadian Court of First Instance in the case of *Re Zeagman*, 1916, 370 L.R. 336 ; the court being of opinion that three conditions still apply to a charitable use : (1) it must be for the public or some section of the public ; (2) it must be one as to which the court can decide on legal evidence that it will confer the benefit on the public which the donor believed it would confer ; (3) it must be enforceable by the court.

In connexion with this point it should be borne in mind that the Church of England has hitherto merely discouraged, and not prohibited, prayers for the dead : *Breeks* v. *Woolfry*, 1 Curt. 880, at page 898.

Of the Statutes repealed by the Act of 1926, the Statute of 3 & 4 Edw. 6, c. 10, was passed for the sole purpose of giving validity to, or recognising the validity of Orders by executive authority, requiring books and images to be removed from churches, and imposed penalties, not upon Roman Catholics, but upon the clergy and members of the Church of England for contravening those Orders, but the Act has long ago been spent (see Privy Council's decision in the *City of Exeter Case*).

The Statute of 1 Eliz., c. 24, vested certain lands of certain monasteries and chantries in the Crown, and provided that gifts given since the death of EDWARD VI for masses, or obits, or lights, should also vest in the Crown, but it did not operate to prohibit such gifts in the future.

Section 3 of the Act saved the titles of strangers to monastic property.

Section 10 exempted from its provisions the colleges, the universities, schools and hospitals.

Section 12 related to the stipend of the Master, etc., of the Temple.

And s. 16 related to the Church of St. Bartholomew, Smithfield.

Lastly, the Statute of 1 Geo. I, Sch. 2, c. 50, was an Act for appointing commissioners to deal with estates of certain traitors in 1715, and had nothing to do especially with Roman Catholics. This Act appears to have had no operation beyond the existence of the commission.

A UNIVERSAL APPEAL.

TO LAWYERS: FOR A POSTCARD OR A GUINEA FOR A MODEL FORM OF BEQUEST TO THE HOSPITAL FOR EPILEPSY AND PARALYSIS, MAIDA VALE, W.

Discretion as to Costs in Moneylenders' Actions.

AN important point of practice, which, though arising in a moneylender's action, appears to be of general application, was decided by a Divisional Court in *Temperance Loan Fund* v. *Erwood*, *The Times*, 18th inst.

The plaintiffs, who were moneylenders, sued the defendant on a promissory note for £50. The defendant alleged that the transaction was harsh and unconscionable, and he prayed that the transaction should be re-opened. No money, however, was paid into court, nor was there any counterclaim. The learned county court judge who tried the action held that the transaction was harsh and unconscionable and re-opened the transaction, giving judgment in favour of the plaintiffs for £26 10s. only. The learned judge further awarded the plaintiff no costs, stating as his reason that the defendant had succeeded in re-opening the transaction. Against this order as to costs the plaintiffs appealed to the Divisional Court, but without success.

As the action was in the county court, the question of costs was governed by the practice relating to that court, a practice, however, which does not appear materially to differ from the practice relating to the trial of actions in the High Court.

The material section as to costs in the county court is s. 113 of the County Courts Act, 1888, which provides that "all the costs of any action or matter in the court, not herein otherwise provided for shall be paid by or apportioned between the parties in such manner as the court shall think just, and in default of any special direction shall abide the event of the action or matter."

It would seem, therefore, that a county court judge has a wide discretion as to costs, a discretion, however, which must be exercised judicially. Looking at the matter from the moneylender's point of view, it might justly be argued that even if the court did not give judgment in respect of the whole of the claim, there was a right of action as regards the lesser amount, a right which they had no other means of enforcing except by taking proceedings in a court of law ; and as regards that lesser amount there was no legal defence. In this connexion it is important to bear in mind the decision in *Cooper* v. *Whittingham*, 15 Ch. D. 501, to the effect that where an action is brought to enforce a legal right and there is no misconduct on the part of the plaintiff, the court has no discretion to refuse the successful plaintiff costs. *Cooper* v. *Whittingham*, it might, however, be argued, could not apply in its entirety to the facts in *Temperance Loan Fund* v. *Erwood*, since in the latter case the plaintiffs claimed a larger sum than they actually obtained judgment for, the reduction having been made owing to a defence that the transaction was harsh and unconscionable, and was one which therefore should be re-opened.

Since s. 113 of the County Courts Act, 1888, is very similar to Ord. 65, r. 1, of the Rules of the Supreme Court, the cases decided under the latter rule would appear to be very relevant (*cf. Andrew* v. *Grove*, 1902, 1 K.B. 625).

Most of the decisions thereunder refer to trials by jury, but the decisions would *à fortiori* apply to trials by a judge alone, since a judge sitting alone has a somewhat wider discretion as to costs than a judge trying an action with a jury.

The question therefore narrows down to this : On the facts in *Temperance Loan Fund* v. *Erwood* was there "good cause" for depriving the successful plaintiffs of their costs, assuming that the action was one tried with a jury in the High Court ? And, *à fortiori*, if there was such "good cause," then it would have been a proper exercise of his discretion by the trial judge to refuse the plaintiffs their costs.

No adequate definition can be given of the expression "good cause," and it is more advantageous to refer as far as possible to decisions in which the facts and circumstances are somewhat similar to those which are under consideration.

In *Forster* v. *Farquhar*, 1893, 1 R.B., at p. 567, BOWEN, L.J., said that "no nearer and no closer definition [of 'good cause'] can be given than that there will be good cause whenever it is fair and just between the parties that it should be so," but at the same time the learned lord justice pointed out that it was impossible to define beforehand the circumstances which may constitute "good cause," and that it was by no means desirable to attempt to limit language which the rule had left broad and simple: *ib.*, at p. 567.

Jones v. *Curling*, 13 R.B.D. 262, appears to be in point in considering the question of costs in *Temperance Loan Fund* v. *Erwood*.

In *Jones* v. *Curling* the court held that the fact that an action is brought for the recovery of several closes of land and that judgment is given in favour of the plaintiff in respect only of some of the said closes does not of itself constitute "good cause," since the costs, if properly taxed, would be as on a finding on separate issues. In his judgment, however, BRETT, M.R., observed (*ib.*, at p. 268) that "if the facts show that there has been misconduct on the part of the plaintiff to this extent, that the fact of his bringing the action is oppressive or that he has made an exorbitant claim by carelessness or recklessness they would . . . be such as would be a good cause for a judge interfering."

The Divisional Court appear to have applied this principle to the facts in *Temperance Loan Fund* v. *Erwood* in refusing to disturb the discretion exercised by the trial judge in depriving the plaintiffs of their costs, and they further held that although it was in the power of the trial judge to have done so, he was not exercising his discretion improperly in refusing to make an order apportioning the costs between the parties, giving the general costs of the action to the plaintiffs, and giving the costs incidental to the question whether the transaction should be re-opened to the defendants.

A Conveyancer's Diary.

Conveyances to Trustees for Sale on a Purchase.

Mr. Withers has returned to the charge in contributing a further article on this subject in the *Law Journal* of the 14th inst., p. 468; we ventured to discuss his first article in this Diary on 30th April, p. 343, *supra*.

When he refers to the necessity of an "independent trust for sale," we now understand that he is merely stipulating—

(1) that the conveyance must, for the purpose of appointing new trustees or of discharging a trustee, be capable of being treated as distinct from the instrument declaring the trusts of the proceeds of sale;

(2) that a purchaser shall be safe, when dealing with the trustees of the conveyance, without having to investigate the settlement or changes of the trustees thereof.

We agree that these are essentials, and we vainly thought that we had already dealt sufficiently with these points. However, Mr. Withers does not appear to have given due weight to L.P.A., 1925, s. 24 (1), which provides that "a purchaser shall not be concerned to see whether the proper persons are appointed to be trustees of the conveyance of the land." If that means anything at all, it must, taken with T.A., 1925, s. 35 (1) (relative to separate appointments), mean that a purchaser can deal with the *de facto* trustees of the conveyance, appointed by an instrument distinct from that whereby trustees have been appointed of the trust instrument, and that must be so whether reliance is placed on a vesting declaration (express or implied) or on a conveyance by the former trustees, for the purpose of vesting the legal estate.

On this account we do not understand why, if a purchaser *does* have notice that the land is acquired with money subject to the trusts of the settlement or will, he has to see that the trustees have been duly appointed of that instrument?

Though the conveyance has to be treated for some purposes (such as a professional charging clause) as part of the trust instrument, what is there to prevent the appointment or discharge from being effected by two or more instruments? Why then enact that the conveyance shall create a separate trust? Surely this is a dangerous expedient? Would it not involve bringing matters into the conveyance which should remain behind the curtain? Is the trust indivisible for all purposes?

Again, if there are two or more conveyances on trust for sale, why should not one appointment be made to do what is necessary, provided that it does not also appoint trustees of the trust instrument?

Are we not allowed to employ as many documents as may happen to be expedient to effect the appointment and get in the trust property?

Mr. Withers admits that the practice of the so-called "independent trust" is warranted as respects assents on trust for sale, and may be warranted in cases within L.P.A., 1925, s. 28 (1), but, as respects other conveyances, he still asks by what authority we do these things. May we refer him to the Manorial Incidents Extinguishment Rules, 1925, r. 6 (2) (*b*). He will there find that, where the lord or the owner of the enfranchised land agree that a grant of some interest in land is to be made towards satisfaction of the compensation money, the grant may be made to the lord—

"(*a*) when the manor is settled land, by a vesting instrument; or

"(*b*) when the manor is held on trust for sale, by a conveyance on trust for sale;

"so as to give effect to the trusts and provisions affecting the manor or the proceeds of sale thereof."

As we have previously submitted the separate conveyance is only made for giving effect to the object of, if not the actual directions contained in, the trust instrument or in some enactment.

Well, let us get down to facts; it would be no exaggeration to say that there must now be thousands of titles depending for their validity on these so-called "independent trusts" which have, rightly or wrongly, been accepted as sufficient for the last thirty years and upwards. In the face of the tendency of the courts (see, e.g., *Re Soden and Alexander*, 1918, 2 Ch. 258; the decision in *Re Balen*, 1924, 2 Ch. 365, is met by A.E.A., 1925, s. 36) to keep trusts creating beneficial interests out of the concern of a purchaser, even where a vendor is expressed to convey "as trustee," and to support titles, does Mr. Withers for one moment consider that the subtle technicalities, which he propounds with so much ability, would have the least weight at the present day?

He contrasts L.P.A., 1925, s. 27 (1) (declaring that a purchaser is not concerned with the trusts affecting the proceeds whether or not declared by the same instrument by which the trust for sale is created) with s. 113, which enables us to shut our eyes when we have notice of a trust affecting a mortgage debt. The latter filled the cracks which the court did not feel able to close. Should any cracks appear in relation to "independent trusts for sale," Mr. Withers will no doubt be justified in asking that they should be similarly closed.

Landlord and Tenant Notebook.

Meaning of "Landlord" for Purposes of Decontrol.

Once more, that very vexed question as to the meaning of "landlord" in s. 2 of the Rent and Mortgage Interest Restrictions Act, 1923, has come before the courts in *Oakley* v. *Wilson*, 71 SOL. J. 409.

There the facts were shortly as follows: The defendant was a quarterly tenant of a cottage which was within the Rent Restrictions Acts, and she had been the tenant thereof for some eighteen years. In the

latter part of 1925 the premises were in the occupation of one R, to whom the defendant had sublet them. In December, 1925, R died and the cottage became vacant. The defendant thereupon took possession of the cottage and subsequently sublet it to the plaintiff. Disputes arose between the plaintiff and the defendant, and the latter, after serving certain notices to quit, took proceedings to recover possession. The plaintiff subsequently brought an action for trespass against the defendant, and in these proceedings the question was raised whether the premises had become decontrolled, by reason of the defendant's having entered into possession thereof, on the determination of R's, the previous sub-tenant's, sub-tenancy.

Shortly, therefore, the question of law in issue was whether a quarterly tenant might be regarded as the " landlord " for the purposes of s. 2 of the Rent and Mortgage Interest Restrictions Act, 1923, the material parts of which are as follows :—

Section 2.—(1) " Where the landlord . . . is in possession . . . or comes into possession of the whole of the dwelling-house . . . the principal Act shall cease to apply to that dwelling-house :

" Provided that, where *part* of a dwelling-house to which the principal Act applies is lawfully sublet, and the part so sublet is also a dwelling-house to which the principal Act applies, the principal Act shall not cease to apply to the part so sublet by reason of the tenant being in or coming into possession of that part, and if the landlord is in or comes into possession of any part not so sublet, the principal Act shall cease to apply to that part, notwithstanding that a sub-tenant continues in or retains possession of any other part by virtue of the principal Act."

With this provision should also be read s. 12 (1) (*f*) of the Rent Act, 1920, where " landlord " is defined as including, except where the context otherwise requires, " any person from time to time deriving title under the original landlord."

Even assuming that the expression " landlord " means the freeholder, it may be said that, inasmuch as the expression may include any person deriving title from the landlord, landlord will include not only a purchaser of the freehold from, or the personal representatives of, the landlord, but also a tenant to whom the landlord has let the premises. It is submitted accordingly that the expression " landlord " cannot be restricted to the freeholder, but if it includes a " tenant," then one is faced with the almost insurmountable difficulty of not knowing at what point to stop, where there is a succession of mesne tenancies, all existing at one and the same time.

Authority is not lacking in support of the proposition that the expression " landlord " is not to be confined to the freeholder. Thus in *Jenkinson* v. *Wright*, 1921, 2 K.B. 645, the holder of a lease of ninety-nine years with thirty-one years unexpired residue, who had sub-demised the premises by way of mortgage, attorning tenant to the mortgagee at a peppercorn rent, was held to be a landlord for the purposes of s. 2 of the Rent and Mortgage Interest Restrictions Act, 1923. That case, however, appears to have been decided on the ground that as the tenancy by attornment was at a peppercorn rent and therefore less than two-thirds of the rateable value of the premises, that tenancy, by reason of s. 12 (7) of the Rent Act, 1920, was outside the scope of the Acts, and had to be regarded as if it had never existed, so that the case had to be treated as if the letting to the person actually in occupation was a letting by the freeholder.

If Lord Darling's judgment in that case however is examined, it will be observed that the learned judge took the view that a tenant for a long term of years, with an unexpired residue, might be regarded as a 'landlord " for the purposes of s. 2 of the Rent and Mortgage Interest Restrictions Act, 1923.

Thus the learned judge says (*ib.*, at pp. 648, 649) : " It might be contended that the holder of a lease is not a landlord within the meaning of [the Rent] Acts, but, in my opinion, if such a person is not a landlord, the holder of a lease for 999 years may equally be said not to be a landlord, which would obviously lead to an absurd result. I cannot think that the test whether or not a person is the landlord of a dwelling-house depends upon whether he is the owner of the house in fee simple as opposed to the holder of a term of years."

A similar view appears to have been taken in *Finey* v. *Gougoltz*, 1926, 2 K.B. 322, that a tenant for a long term, with an unexpired residue, may be a landlord, but *Finey* v. *Gougoltz*, like *Jenkinson* v. *Wright*, may be explained on the ground that the tenancy was at a rental which was less than two-thirds of the rateable value, so that s. 12 (7) of the Rent Act, 1920, applied.

Turning now to *Oakley* v. *Wilson*, the Divisional Court held that the Defendant, who was merely a quarterly tenant, was the " landlord," and the effect of that decision is that any tenant, however small the tenancy, may be a landlord if he carves another tenancy out of his own interest, e.g., by sub-letting.

While such cases as *Jenkinson* v. *Wright* and *Finey* v. *Gougoltz* is at one end of the scale, deciding, as they do, the tenant for a long term of years may be the landlord, *Oakley* v. *Wilson*, is at the other end of the scale, since it decides that *any* tenant, even a *weekly* tenant, may be the " landlord."

(*To be continued.*)

Correspondence.

Companies Bill.

Sir,—Article 4 of Table A provides that if at any time the share capital is divided into different classes of shares, the rights attached to any class, unless otherwise provided by the terms of the issue, may be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of an extraordinary resolution passed at a separate general meeting of the holders. Most company articles have similar provisions where there is more than one class of capital.

The difficulty with this article is that there is not any provision for a shareholder who may form one of a minority getting any notice that his rights have been varied. I have called attention to this in the lay Press on more than one occasion, and the Committee's report, paras. 22 and 23, deal with the matter, but only where a meeting has been held. The point of modification by an agreement without a meeting has not been dealt with, nor can I find it dealt with in the Companies Bill.

Oddly enough, the draftsman of the Bill has provided by cl. 13 that in the case of a modification by agreement or resolution the holders of not less than 15 per cent. of the issued shares of the class who did not consent to or vote in favour of the resolution may apply to the court to have the variation cancelled, and sub-cl. (2) provides that application under the section must be made within seven days after the date on which the consent was given or the resolution was passed.

Clause 22 of the Bill provides that s. 70 of the principal Act, which makes provision with respect to registration and copies of special resolutions, shall be amended by including resolutions or agreements which effectively bind all the members of any class of shareholders, though not agreed to by all those members. Now an agreement of the kind I mention need only be filed within fifteen days after the date of the agreement, and as the agreement can only be objected to within seven days after the agreement being entered into, it seems to me that the genius who drafted the Bill has made a very serious blunder as he has not seen first of all that no notice need be given to each shareholder of the signature of the agreement, and he has expressly provided that objection can only be taken eight days before the agreement impugned may have reached registration.

I do not know whether you can find any flaw in my reasoning, but it seems to me absurd that any person can have his rights taken from him without knowing anything whatever about it, and that the Bill now before Parliament should be as imperfect as the present Bill is, if I am right in my view. The ruling idea of the clauses cited is "Minorities must suffer."

Perhaps you will consider this in your leading columns.

London, E.C.2. E. T. HARGRAVES.
10th May.

Points in Practice.

Sir,—May we support the suggestions made in THE SOLICITORS' JOURNAL by several correspondents that the "Points in Practice" should be published in book form with a comprehensive index. If this were done we feel sure that the majority of the subscribers to THE SOLICITORS' JOURNAL, who have conveyancing practices, would grasp the opportunity of acquiring a copy.

Devizes, Wilts. NORRIS & HANCOCK.
7th May.

Reviews.

Fifty Years of Parliament. By The Right Honourable THE EARL OF OXFORD AND ASQUITH, K.G. Two volumes, with eight half-tone plates in each volume. Medium 8vo. pp. 272 and 252 (with Index). London: Cassell & Co. Ltd. The set 50s. net.

It is true the tale is a tale of the arena of politics; but the lawyer can confess his love for the tale without confessing his love for politics, and he can be grateful, too, that a tale of politics and politicians is indirectly a tale of law and lawyers. We refuse to believe that there is any lawyer who can dispense with the stimulus of legal history, legal reminiscence and legal gossip, and in these pages the lawyer who searches diligently will find enough.

He who is interested in our Constitution will find that the Bradlaugh episode was a discreditable and futile misadventure which "left behind it a permanent addition to the annals of British eloquence in Gladstone's speech on the Second Reading of the Affirmation Bill in 1883." The speech treats of the futility of the line which the test of Theism would draw between the abstract denial of God and the abstract admission of the Deity, and it concludes with six lines of Lucretius. It would surprise our generation; nevertheless, we are assured that "the essentials of Parliamentary speaking remain what they always were." Again, it is interesting to know that the attitude of statesmen of the last century towards our colonies was sufficiently insular to enable Disraeli to say on one occasion: "These wretched Colonies will all be independent in a few years . . . what is the use of these colonial dead-weights which we do not govern?" The contrast between their attitude towards the Colonies and their attitude towards Ireland is made manifest by the full treatment of every phase of the "Irish Problem." And it will be of especial interest to the constitutional lawyer to know that those who took up arms in Ulster in the days just before the War were not prosecuted because "it is never wise to set on foot the machinery of a State prosecution, if its failure to secure a conviction is a foregone conclusion"—he will want to know whether "the days of jury-packing are happily over." He will also notice that whereas in 1873 Mr. Gladstone accepted in addition to the Prime Ministership the office of Chancellor of the Exchequer and neglected to seek re-election to the House of Commons, Lord Oxford himself did not fail to do so when he took over the office of Secretary of State for War, after the Curragh incident in 1914.

Of changes in Parliamentary Practice there are many illustrations, but perhaps the most striking is the fact that the Budget of 1909 was in Committee for forty-two Parliamentary days. How strange it is to read that the duties of insurance and old-age pensions which were anticipated in that Budget were denounced as "Socialism, the end of all—the negation of Faith, of Family, of Property, of Monarchy, of Empire." The refusal of the House of Lords to pass the Budget and all the subsequent causes which culminated in the passing of the Parliament Act are, of course, stressed—but Lord Oxford is certainly more than justified in his assertion that "without pretending that I have attempted the thankless task of 'holding the scales even,' which denudes history of its interest, I have not consciously tampered with the balance." A short extract is given from a speech made by the author in the House of Commons; it is as concise a summary as one could wish for of the authorities upon which is based the convention that the granting of supplies is the exclusive privilege of the Commons.

Of Lord Halsbury, who "was verging on the age of ninety when he took command of the 'Die-hards,'" it is written that "If he can hardly be described as a great judge, he was in an eminent degree in his judicial capacity *par negotiis*." Reflections equally pertinent will be found in these pages—Lord Cairns, Lord Selborne, Lord James, Lord Loreburn are all mentioned.

We must confess our surprise that in what purports to be a complete summary of the legislation of the Parliament of 1906–1910, there is no mention of the Trade Disputes Act, 1906. Mention is made of the *Osborne* judgment, and of the Act of 1913 which was passed in consequence—a fact which makes the omission even more surprising.

The author betrays his profession on every page; we have direct reference to his appearance as counsel in the Parnell-Pigott inquiry, and we have indirect reference to such legal coins as the *tabula in naufragio* and the *locus classicus*. But the author's love of letters is made even more manifest. What could be more interesting than his treatment of the "Political Catchwords" and what could be more amusing than his extracts from the doggerel of Poets Laureate—a patronage which was restored to honour and distinction by Lord Oxford's choice.

Books Received.

The Law relating to Tug and Tow. 1927. ALFRED T. BUCKNILL, M.A., Barrister-at-Law. Large Crown 8vo. pp. xix and 100 (with Index). Stevens & Sons, Ltd. 7s. 6d. net.

Butterworth's Yearly Digest of Reported Cases for the year 1926, being the yearly Supplement of Butterworth's twenty-eight years' Digest, 1898-1926. W. S. GODDARD, M.A., Barrister-at-Law. 1927. Royal 8vo. pp. xx and columns 336, with alphabetical list of cases, 34 pp. Butterworth & Co. 21s. net.

The Irish Law Times and Solicitors' Journal. Vol. LXI. No. 3144. 30th April, 1927. John Falconer, 53, Upper Sackville Street, Dublin. 1s.

The Incorporated Accountants' Journal (Monthly). Vol. XXXVIII. No. 8. May, 1928. The Society of Incorporated Accountants and Auditors, 50 Gresham Street, E.C.2. Annual subscription, 12s. 6d. (post free).

Home Lawyer. First Aid in Legal Difficulties. Third Edition. ALFRED FELLOWS. Crown 8vo. 127 pp. (with index). Fleetgate Publications, Lombard Lane, Bouverie Street, E.C.4. 1s. net.

Journal of The Institute of Arbitrators (Incorporated). Published quarterly. April, 1927. 28, Bedford Square, W.C. 1s. net.

The Law Society's Gazette. Vol. XXIV. No. 7. May, 1927. For circulation amongst members.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers are invited and will be answered by some of the most eminent authorities of the day All questions should be addressed to—The Assistant Editor, "The Solicitors' Journal," 94-97, Fetter Lane, E.C.4, be typewritten on one side of the paper only, and be in triplicate. Each copy to contain the name and address of the Subscriber. To meet the convenience of Subscribers, in matters requiring urgent attention, answers will be forwarded by post if a stamped addressed envelope is enclosed.

PRE-1926 SECOND MORTGAGE OF LEASEHOLDS—EQUITABLE CHARGEE'S POSITION.

782. *Q.* In 1910, X demised six leasehold houses by way of mortgage to A for the residue of the terms under which he held the property less three days, and subject thereto charged the property in favour of B (the charge being an equitable mortgage, but containing an undertaking to execute a legal mortgage) of which notice was given to A. In 1912, A went into possession in consequence of the interest on his mortgage being in arrear, and has remained in possession. Recently he sold four of the houses comprised in his mortgage, and the proceeds of sale have almost sufficed to pay the amount due on his mortgage and the balance will without doubt be paid by the rents of the remaining two houses. When this occurs B will desire to sell the remaining houses, but having only an equitable mortgage, it is presumed that he has no power of sale. When A's mortgage is paid off his term becomes a satisfied term, and cannot be surrendered to B. Is there any means apart from an order for foreclosure by which B can sell? It is probable that X's right to redeem has been barred by lapse of time.

A. Assuming the charge to B did not vest the leaseholds in him by way of assignment, the L.P.A., 1925, 1st Sched., Pt. VIII, para. 2, did not apply to give B a term, but he has such protection as is afforded by s. 2 (4), and an assignee from him (but not he himself) may have a land charge registered against the mortgagor under the L.C.A., 1925, s. 10 (1) class C (iii). Since B has no term, he does not appear to take the benefit of the L.P.A., 1925, s. 89 (1), (2) or (3), and it is therefore agreed that he cannot sell without the assistance of the court, unless he can prove that X's right to redeem has been barred by lapse of time. If B can find X, probably the latter would accept a smaller sum to convey his interest than the cost of an action for foreclosure or sale.

COVENANT IN RESPECT OF LAND—POSITIVE AND NEGATIVE —FRAME.

783. *Q.* I am in some doubt as to the most effective and yet the simplest way of imposing restrictive and other covenants on the occasion of the sale of a piece of land. The usual case is where a vendor is selling part of an estate, and for the protection of his remaining property desires to impose covenants which may be roughly divided into two classes: (*a*) positive covenants for the erection of a house, etc., and (*b*) restrictions as to user, etc., the intention of course being that the covenants shall run with the land sold and be binding on future owners. In such a case is it sufficient for the covenant to be made without any reference to the successors in title of either the vendor or the purchaser, and also without reference to the remaining land of the vendor? It would be of assistance if the most appropriate form of words could be indicated.

A. The new legislation has not altered the doctrine of *Austerberry* v. *Oldham Corporation*, 1885, 29 C.D. 750, and therefore positive covenants requiring money to be spent do not run with or against the land. But they will be enforceable against the covenantors and their estates by the covenantees, their executors or administrators, or assignees of the benefit, according to the tenor: see L.P.A., 1925, s. 79 (1). Having regard to ss. 78 and 79, successors in title need not be expressly mentioned in any covenants relating to land. But care should be taken that the dominant and servient tenements should be clearly indicated, and vendors should remember that if they come into court as covenantees, and there is ambiguity, the covenantors will have the benefit of it.

L.P.A., 1925, s. 82—COVENANTOR SOLE SURVIVOR OF COVENANTEES.

784. *Q.* A beneficiary who is also a trustee under a will has to enter into a covenant with the trustees of the will. The only other trustee is the tenant for life of the estate, and it is very probable that the covenant will not take effect until after her death. Although under s. 82 of the L.P.A., a person can properly enter into a covenant with himself and others, what will be the effect in this case if on the death of the tenant for life, the covenantor becomes the sole trustee? Assuming that on that event the covenant becomes of no effect, would it be revived by the subsequent appointment of another trustee?

A. According to the above section, the covenant is to be construed in the case put as if the tenant for life was sole covenantee, and on her death the benefit passes, if the covenant was for the benefit of the settled land, to her special representatives under the A.E.A., 1925, s. 22 (1), or the J.A., 1925, s. 162, but if otherwise to her ordinary representatives. A covenant for the benefit of settled land, however, unless made by the tenant for life himself or herself with the trustees for the purposes of the S.L.A., 1925, under s. 68 of that Act, would ordinarily be made, not with the trustees, but with the tenant for life as such, the legal owner in fee of the land, and its benefit would devolve accordingly. It must be remembered that the benefit of a covenant relating to land, in whatever way devolving, cannot be enforced by persons not interested in the land: see *L.C.C.* v. *Allen*, 1914, 3 K.B. 642.

TRUST FOR SALE—ONE TRUSTEE—RECEIPT.

785. *Q.* A, an absolute owner in fee simple of freehold property, who lives in the United States of America, in the year 1920, as beneficial owner, conveyed such property to B in fee simple as trustee, upon trust without any further consent on the part of the owner to sell the said property, with full power to postpone such sale at the discretion of the trustee, and with full liberty in the exercise of such discretion as the trustee might think fit. By such deed the trustee was empowered to receive the rents until sale, exercise all the powers of control and management of an owner, and account to the owner for the balance of the rents. Out of the moneys to arise from any sale after payment of expenses that the trustee should stand possessed of the residue of the moneys in trust for the owner absolutely. The deed also provided that the covenants for title implied in a conveyance by virtue of s. 7 of the Conveyancing Act, 1881, should apply as if the said deed were a conveyance for valuable consideration. B, the trustee, in March, 1927, by a formal contract, sold part of the property as "trustee for sale under a trust deed or settlement for sale in the year 1920," to C. Acting for the purchaser, we made a requisition that the purchase money must be paid to or applied by the direction of not less than two individual trustees or a trust corporation (L.P.A., 1925, s. 27 (2)), and that otherwise the purchaser would not get a good receipt: T.A., s. 14 (2) (*a*). The vendor B offers to obtain the concurrence of the owner A either as an additional trustee or that A shall convey the beneficial interest and B the legal estate, and both acknowledge the receipt of the purchase money. B, the vendor, will not consent to any other trustee

being appointed. In view of the sections before quoted, please inform us if the purchase money must be paid to two trustees, and in that event we assume there is no objection to the owner being appointed an additional trustee by B. On the other hand, if no additional trustee be appointed, will the purchaser obtain a good title if A conveys the beneficial interest and B the legal estate, and both A and B acknowledge receipt of the purchase money ?

A. The best and the simplest way of making title in this case is by B appointing another person to be trustee with him for the purpose of giving a valid receipt under L.P.A., 1925, s. 27, and T.A., 1925, s. 14 (2). A can be appointed such trustee. If title is made under the trust for sale then the receipt of one trustee will not give the purchaser a valid discharge in respect of the purchase money. As long as the trust for sale is subsisting in respect of the particular property to be conveyed the purchaser is entitled to demand that title be made without the concurrence of the equitable owner: L.P.A., 1925, s. 42 (1); a stipulation to the contrary is void. There seems, however, to be nothing in s. 42 to prevent a good title being made by a conveyance by A of the equitable interest and by B of the legal interest as suggested, and both acknowledging receipt of the purchase money; though a better title would be made as indicated.

786. *Q.* By agreement dated in 1916 a private house was let for five years from Ladyday in 1916 at an annual rent of £60. The agreement contains the following provision: "Provided also that the tenancy hereby created shall not be determined unless the tenant shall give to the landlords notice in writing of her intention to quit the premises three months prior to the termination of the said term." The tenant did not give the three months' notice referred to in the proviso, but continued and is still in possession of the house, and incidentally does not desire that the tenancy should cease for a few years. We shall be glad to know what the terms of the tenant's holding are considered to be.

(1) Has the tenancy been a yearly tenancy from March, 1921 ? Or

(2) Can the tenant be continued *ad infinitum* at the tenant's option until she gives three months' notice to determine it ?

(3) Can the landlords determine the tenancy and obtain vacant possession at Ladyday, 1928, by serving six months' notice to quit at that date, assuming the Rent Restrictions Acts are not continued in force after Christmas next ?

A. It is quite clear that the original tenancy created by the agreement expired on Ladyday, 1921. The terms on which the tenant continued in possession after that date are questions of fact. If nothing was said or done on either side, the tenant would become a yearly tenant, on payment and receipt of the rent, and he would hold on the same terms as were contained in the agreement, *so far as applicable.* We are of opinion that the clause as to notice is not applicable to the yearly tenancy, and that the landlord is not debarred from determining the yearly tenancy created in the ordinary way, *i.e.*, by six months' notice, expiring with a current year of the tenancy. The answers to the questions put to us are, therefore, in our opinion, as follows:—

(1) The tenancy has been a yearly one, as from March, 1921.

(2) No, the tenancy cannot be continued *ad infinitum*, at the tenant's option, but whether the tenant, himself, is entitled to determine the yearly tenancy, by giving merely a three months' notice, *quære ?*

(3) The landlords can determine the tenancy and obtain vacant possession at Ladyday, 1928, by serving six months' notice to quit, expiring on that date, subject, of course, to any protection to which the tenant might be entitled under the provisions of the Rent Restriction Acts.

COPYHOLDS—VESTED IN TRUSTEES—OPTION OF PURCHASE—TITLE.

787. *Q.* A, who owned a copyhold house and engineer's yard and shops subject to a mortgage, died in 1904, and by his will, after bequeathing his household furniture to his wife, gave and devised all his real estate and all the residue of his personal estate, subject to the payment of debts, etc., to his son, B, and daughter, C, on trust to carry on his business and to pay the net annual profits to his wife for her life, and on her death to have the business and profits valued and offer the same to B, and if he accepted to convey and assign such property and business to B accordingly, and he appointed B and C his executors and trustees, who duly proved the will. B and C and the widow all lived in the house and the business was duly carried on, and B and C were admitted as tenants on the manor rolls subject to the mortgage, which they afterwards transferred to W, who was admitted tenant on the rolls subject to the equity. The mortgage was subsequently paid off by B and C, but no re-surrender of the property was ever made. Mrs. A died in 1916 and the option of purchase was accepted by B, and by deed of conveyance dated 7th July, 1926, in which, after reciting that the outstanding legal estate in the mortgagee was extinguished by the L.P.A., 1922, 1924, and 1925, and had become vested in B and C on the trusts of the will, B and C conveyed all A's property and business to B in fee simple. No vesting assent or vesting deed was ever made by the trustees, and B now wishes to mortgage the property, but I object to the title, as I contend that without a vesting deed, B and C had no power to sell, and I am asking for a vesting deed under the S.L.A. and a deed confirming the sale to B. Will you kindly say if I am correct and what ought to be done in the matter ?

A. The provisions as to vesting deeds or assents in the S.L.A., 1925, only relate to land which was settled land on or after 1st January, 1926. Since the widow died in 1916 no vesting deed or assent is therefore necessary, and there appears to be ample evidence that the executors assented to the devise within *Wise* v. *Whitburn*, 1924, 1 Ch. 460, and the authorities there cited. The title, therefore, appears to be in order, subject, of course, to any unextinguished manorial incidents.

RENT ACTS.

788. *Q.* A client, A, advanced £500 to B on mortgage of a freehold house in Surrey in 1909. The rental value in 1914 was £45 (lessee repairing, etc.). A died some years ago and the executors now desire to call in the mortgage. Can they do so ? B has been living in the house from 1921 onwards (if not before), and, so far as is known, there are no sub-tenants.

A. I am assuming for the purposes of this answer that not only is the property in question, but also the mortgage transaction, within the Rent Acts. It is immaterial that A is dead, his executors will stand in exactly the same position as he would have done had he been alive, since by s. 12 (1) (*f*) of the 1920 Act "mortgagee" includes any person from time to time deriving title under the original mortgagee.

It would appear to me, however, that the mortgage cannot be called in, since according to the statement of fact there is nothing to show that the case falls within the provisions of s. 7 of the 1920 Act.

SETTLED LAND—VESTING INSTRUMENT.

789. *Q.* By his will, dated 22nd December, 1919, W.D.S. appointed his friend, T.C., and his (testator's) son, A.S., executors and trustees. After making a bequest of legacies and of his personal estate and a specific devise, he devised all his real estate unto his trustees, upon trust to permit his wife, M.S., to receive the net annual income thereof during her life, and after her death (an event which happened on the 6th February, 1925), *amongst other devises*, he devised to his said son, A.S., certain freehold properties absolutely. Testator directed that notwithstanding the form of devises in his will, the legal estate should be deemed vested in his said trustees or the trustees for the time being of his will, upon trust for the said respective devisees according to the foregoing trusts. And he empowered his trustees during the continuance of the trusts of his will to sell all or any part of his said real

estate and for that purpose should be deemed to have the full legal estate. W.D.S. died on 12th June, 1920, and probate of his said will was granted to both executors (T.C. and A.S.) on 1st September, 1920. The said A.S. (testator's son) made his will, dated 3rd October, 1923, whereof he appointed A.E.W., G.M.G. and T.W.E. executors and trustees and devised the freehold properties devised to him by his late father, W.D.S. (subject to M.S.'s life interest), and also all other residue of his real and personal estate, unto and to the use of his trustees, upon trust to pay unto or permit his sister, I.G.S., to receive the net annual income thereof for her life, and after her death, upon trust to sell the said freehold properties and residuary estate and to divide the proceeds as therein mentioned. A.S. (the son) died on the 22nd January, 1924, and his will was proved on 5th March, 1926, by all three executors. By an instrument in writing, dated the 19th June, 1926, T.C., the surviving personal representative of W.D.S., deceased, assented to the vesting in the said A.E.W., G.M.G. and T.W.E. (the personal representatives of A.S., deceased) of the said freehold properties devised to A.S. by his father, W.D.S., for all the estate therein of W.D.S. at his death. On the 1st January, 1926, it would appear that the properties devised to A.S. by W.D.S. and the residuary real estate of A.S. was settled land under A.S.'s will as the trust for sale does not arise until the death of I.G.S., the tenant for life, who is still living. As the said A.S. left no personal estate, the said I.G.S. (the life tenant under his will) provided the money necessary to pay the estate duty payable in respect of his estate and the probate expenses, and on 30th June, 1926, A.S.'s personal representatives executed a mortgage in her favour on *one* of the freehold houses left by him to secure these amounts. Notwithstanding the assent referred to above, it is assumed that it is necessary for a vesting deed to be executed by the three trustees of A.S.'s will vesting the real estate of A.S. in the tenant for life, I.G.S. ?

A. General agreement is expressed with the above reasoning.

790. *Q.* G.J. died in 1899 leaving settled land by his will which was proved by two of the surviving executors, the last of whom E.B. is now deceased. We take it that the executors of E.B. are trustees for the purposes of the S.L.A., of the will of G.J., and must appoint new trustees. Can they appoint themselves ?

A. The executors of E.B. are S.L.A. trustees if there are no S.L.A. trustees under S.L.A., s. 30 (1); "personal representative means in the S.L.A., the executor original or by representation: *ib.*, s. 117 (1) (xviii). They need not appoint new trustees; they can themselves act until one of them dies when the survivor *must* appoint an additional trustee to act with him under s. 30 (3).

QUERY 772.

Sir,—It is perhaps no affair of mine, but have not you misread the question ? Your answer indicates that B was the surviving trustee. The question appears to indicate clearly that she was not, but merely an executrix.

Norwich, 10th May. ERNEST I. WATSON.

[This correspondent is thanked for calling attention to the slip in the first paragraph of the answer to *Q.* 722 – which, however, does not affect the rest and essential portion of it. In fact, the correction fortifies it, for if the widow, as sole trustee, could not give a receipt, *a fortiori*, she could not do so if she was not a trustee at all.—ED., *Sol. J.*]

The attention of the Legal Profession is called to the fact that the PHŒNIX ASSURANCE COMPANY Ltd., Phœnix House, King William Street, London, E.C.4 (transacting ALL CLASSES OF INSURANCE BUSINESS) invites proposals for Fidelity Guarantee and Court Bonds, Loans on Reversions and Life Interests. Branch Offices at Byron House, 7, St. James's Street, S.W.1; 187, Fleet Street, E.C.4; 20-22, Lincoln's Inn Fields, W.C.2; and throughout the country.

Court of Appeal.

No. 1.

Hart v. Riversdale Mill Co., Ltd. 5th and 6th April.

MASTER AND SERVANT—WAGES—DEDUCTION FOR BAD WORK—LEGALITY—TRUCK ACT, 1831 (1 & 2 Will. 4, c. 37), ss. 3, 4—TRUCK ACT, 1896 (59 & 60 Vict. c. 44), ss. 1, 2, 8, 9.

The provisions of s. 3 of the Truck Act, 1831, that "the entire amount" of wages earned by a worker are to be paid in current coin, are not infringed by deducting from wages a reasonable sum in respect of bad work, such deduction being in accordance with a contract, express or implied, between master and servant. The effect of such a contract is that it is only after the calculation involving the agreed deduction has been made that the "wages earned" are ascertained, and it is only from the sum so ascertained that no deduction may be made.

Decision of the Divisional Court (Avory and Salter, JJ., Lord Hewart, C.J., dissenting), 1927, 1 K.B. 624, *affirmed.*

Appeal from the Divisional Court upon a case stated by the Bolton justices.

A textile pieceworker named Nellie Hart, preferred in the Bolton police court against the respondents, her employers, the Riversdale Mill Company, Ltd., a claim under the Employers and Workmen Act, 1875, for the sum of 6d., being the balance of wages alleged to be due to her and unlawfully deducted by the employers, who counter-claimed for 1s. in respect of damages sustained by them through the negligence of the appellant. The case stated that it was for many years a custom in the textile trade to make reasonable deductions from the standard rates paid to pieceworkers for bad or negligent work, and, similarly, a higher payment was given where the employer was only able to supply inferior material. These facts were known to all employees, though they had always objected to the deductions on principle. It was admitted that the appellant was negligent, and that the 1s. claimed by the employers was a fair claim for the damage done to the employers' cloth through her negligence. It was also admitted for the purpose of the case that the deduction of 6d. was fair and reasonable and less than the actual loss caused to the employers. The claim was based upon the Truck Act, 1831, s. 3, which directs that "The entire amount of the wages earned by or payable to any artificer . . . in respect of any labour by him done in any such trade shall be actually paid to such artificer in the current coin of this realm . . . " The justices held that the deduction of 6d. was illegal, and gave judgment for its recovery. They gave judgment for the employers upon the counter-claim for 1s. The Divisional Court reversed that decision and Nellie Hart appealed. The court dismissed the appeal without calling upon counsel for the employers.

Lord HANWORTH, M.R., read s. 3 of the Truck Act, 1831, and said that the findings of the case stated must be considered. In those findings was the fact that the right to make certain deductions had always been part of the weaver's contract of service. There had always been a scale allowing for deductions and additions, and, though it was also found that the weavers as a class had always objected to the deductions, yet the custom had gone on for very many years. In the standard list of prices payable to the pieceworkers there was not only provision for deductions in the case of unsatisfactory work, but there was also a provision that if the materials provided by the employer were not good he was to pay the pieceworkers on a higher scale. Further, as those provisions were bound to lead to disputes, there was a provision for settling them. It was said that by deducting sixpence the employers had not paid the "entire amount," but if a calculation could be made which allowed a deduction for bad work and an increase for bad material, it was impossible to say until that calculation had been made what the wages earned really were, and, therefore, what the "entire amount"

might be. In *Chawner* v. *Cummings*, 1846, 2 Q.B.D., at p. 323, Lord Denman said: "Now it is to be observed that payment otherwise than in money is alone prohibited. Deductions or charges are nowhere mentioned or alluded to before the 23rd section hereafter to be considered. Then are these deductions in the nature of payment at all? It seems to us to be the mode of calculating the amount of wages and nothing more. Whether the arrangement took place at the beginning or end of the work makes no difference, because it is stated that the deductions were made according to the usage of the trade, and that the plaintiff knew it, and was dealt with accordingly. The plaintiff, therefore, must be presumed to have contracted upon the usual and well-known terms, and his wages so ascertained have been actually received by him in the current coin of the realm." Those words were applicable to the present case. *Chawner's Case* was questioned in *Archer* v. *James*, 2 B. & S. 61, but in *Williams* v. *North's Navigation Collieries Limited*, Lord Davey said: 1906, A.C., at p. 143: "*Archer* v. *James* was a similar case and was decided in the first instance on the authority of *Chawner* v. *Cummings*. In the Exchequer Chamber three judges held that *Chawner* v. *Cummings* was wrongly decided, and three other judges on the other hand approved the decision, and held that the deductions in question in the case before them were in the same category and were elements only in calculating the real amount of the workman's wages." That last sentence of Lord Davey put the point very shortly. Was this deduction a sum of which the appellant could lawfully be deprived in calculating the "real amount" of her wages, or was it a sum deducted after her proper wages had been ascertained? In the latter case it would be a sum which the employer had chosen to deduct from the sum which he was bound to pay in its entirety. To him (the Master of the Rolls) it seemed that it was the former. *Chawner* v. *Cummings, supra*, applied to the present decision. The sixpence was not a deduction from wages due as an "entire amount," but rather seemed to be a loss suffered by the appellant in a calculation which, when made, would determine the sum which she ought to receive as wages.

SCRUTTON and SARGANT, L.JJ., delivered judgments to the same effect.

COUNSEL: *Eastham*, K.C., *and Neville Laski*, for the appellant; *Sir John Simon*, K.C., *Cyril Atkinson*, K.C., and *Harold Derbyshire*, for the respondents.

SOLICITORS: *Patersons, Snow & Co.*, for *Fielding & Fernihough*, Bolton, for appellant; *Gregory, Rowcliffe & Co.*, for *John Taylor & Co.*, Manchester, for respondents.

[Reported by G. T. WHITFIELD-HAYES, Esq., Barrister-at-Law.]

High Court—Chancery Division.

In re Harrow School Governors and Murray's Contract.

Astbury, J. 3rd March.

EDUCATION—CONVEYANCE OF LAND FOR EDUCATIONAL PURPOSES—PUBLIC SCHOOL—ATTESTATION AND ENROLMENT UNNECESSARY—SANATORIUM—EDUCATION ACT, 1918 (8 & 9 Geo. 5, c. 39), s. 46—EDUCATION ACT, 1921 (11 & 12 Geo. 5, c. 51), s. 117.

Section 46 of the Education Act, 1918, is quite general in its terms, and applies to public schools as well as to elementary schools, and this is further borne out by s. 29, sub-s. 4, of the Settled Land Act, 1925.

Vendor and Purchaser summons. This was a vendor and purchaser summons taken out by the purchaser on the 13th of December, 1926, for a declaration that the conveyance to the vendors of 14th October, 1920, was void for non-compliance with the Mortmain and Charitable Uses Act, 1888, and that a good title had not been shown. The facts were as follows:—The governors of Harrow School are a body corporate with a common seal, and a licence to hold lands in mortmain for the educational purposes for which the school was established. Their status is so defined under or by virtue of a charter of Queen Elizabeth dated 6th February, 1572; the Public Schools Act, 1868 (31 & 32 Vict. c. 118), ss. 3 and 7; the Public Schools Act, 1869 (32 & 33 Vict. c. 58), s. 2; the Public Schools (Shrewsbury and Harrow Schools Property) Act, 1873 (36 & 37 Vict. c. 41), ss. 4 and 5, and a scheme of 12th May, 1874. By a conveyance on sale, dated 14th October, 1920, Julian Cottage, Harrow, was conveyed to the governors. Though no trusts or purposes were expressed on the face of the conveyance, it was admitted that the cottage was required for equipment and use as a school sanatorium. The conveyance was neither attested by two witnesses nor enrolled as required by the Mortmain and Charitable Uses Act, 1888 (51 & 52 Vict. c. 42), s. 4, sub-ss. 6 and 9, so that *prima facie* it was void under sub-s. 1. On 21st May, 1926, the governors, having found the cottage unsuitable for the purpose for which they purchased it, agreed to sell it to their tenant for £680. The conveyance to the governors was recorded in the books of the Board of Education before 11th November, 1926, and on 11th January, 1927, the Board authorised this sale. It was contended on behalf of the vendor that the Education Act, 1918, s. 46, sub-s. 1, exempted any assignee of land for educational purposes from the restrictions of the Mortmain and Charitable Uses Act, 1888, but sub-s. 3 required such conveyance to be recorded in the books of the Board of Education. This section was reproduced in s. 117 of the Consolidating Act, the Education Act, 1921, and was retrospective. It was contended on behalf of the purchaser that these Acts, which did not mention the Public Schools Acts, were obviously dealing with elementary and controlled schools provided by local education authorities and had no application to public schools or other boarding schools, and that even if they did apply, the words "educational purposes" would not include the provision of sanatoria, but would be confined to purposes of instruction.

ASTBURY, J., after stating the facts, said: Though the Education Act, 1918, mainly deals with elementary and continuation schools, its title "An Act to make further provision with respect to education in England and Wales and for purposes connected therewith" is perfectly general, and so are certain sections of the Act. For instance, s. 27, as to the voluntary inspection of schools, and s. 28, as to the collection of information respecting schools, are perfectly general in their terms. The group of sections relating to educational trusts, ss. 45-47, are also perfectly general, and s. 46 is reproduced by s. 117 of the Education Act, 1921, which in many respects deals with education generally. The Board of Education was established by the Board of Education Act, 1899 (62 & 63 Vict. c. 33) and took the place of the Charity Commissioners in matters relating to education. The vendors' view that s. 46 of the 1918 Act and s. 117 of the 1921 Act were intended to be general is borne out by the Settled Land Act, 1925 (15 Geo. 5, c. 18), s. 29, sub-s. 4, which provides that assurances of land within s. 4 of the Mortmain and Charitable Uses Act, 1888, should in place of the attestation and enrolment requirements thereby prescribed, be recorded in the Charity Commissioners' Books, with a proviso that: "This subsection does not apply to assurances required by section 117 of the Education Act, 1921, to be sent to the Board of Education." This is a statutory recognition of the vendors' view that s. 46 of the 1918 Act, reproduced by s. 117 of the 1921 Act, is intended to be general. It therefore applies to the present case where the land is obviously required for educational purposes in the broad sense. There must therefore be a declaration that a good title is shown, and the purchaser must pay the costs.

COUNSEL: *Greenland and Sanger.*

SOLICITORS: *Rehder & Higgs; Young, Jackson, Beard and King.*

[Reported by L. M. MAY, Esq., Barrister-at-Law.]

High Court—King's Bench Division

Oakley *v.* Wilson.

Acton, J., and Talbot, J. 3rd and 12th May.

LANDLORD AND TENANT—DWELLING-HOUSE—QUARTERLY TENANT SUB-LETS—NOTICE TO QUIT—SUMMONS—WARRANT OF POSSESSION—ACTION FOR TRESPASS—MEANING OF "LANDLORD" UNDER THE RENT RESTRICTIONS ACTS—INCREASE OF RENT AND MORTGAGE INTEREST (RESTRICTIONS) ACT, 1920 (10 & 11 Geo. 5, c. 17), s. 12—RENT AND MORTGAGE INTEREST RESTRICTIONS ACT, 1923 (13 & 14 Geo. 5, c. 32), s. 2 (1).

A quarterly tenant of a dwelling-house who has sub-let the premises is the "landlord" of the sub-tenant within the meaning of the Rent Restrictions Acts, and, where the premises are decontrolled, is entitled to bring proceedings for possession.

The appellant in this action, Henry George Oakley, appealed against the decision of the judge of the Guildford County Court, who had given judgment for the defendant, Edith Matilda Wilson, in an action for trespass. Eighteen years ago the defendant, who was the local representative of a sailors' and soldiers' help society at Woking, took a cottage known as the Princess Christian Cottage Home on a quarterly tenancy at a rent of £2 12s. a quarter, the rates and taxes, amounting to £1 3s. 9d., being paid by the tenant. The cottage was a dwelling-house within the Rent Restrictions Acts. The defendant had never been in actual occupation, and one, Riordan, was in occupation as a sub-tenant at the latter part of 1925. Early in 1925 the freehold had changed hands and was acquired by one, Garrod, who twice unsuccessfully brought proceedings for possession against the present respondent. Riordan died on the 4th December, 1925, and the cottage became vacant. After about ten days, during which the defendant was in actual possession, the cottage was let to the plaintiff (the present appellant). It was first agreed that no rent should be paid, but from July, 1926, a weekly rent of 2s. 6d. was demanded and paid, and a weekly tenancy was thus created. In August, 1926, differences arose between the plaintiff and the defendant, and on the 20th August the defendant gave the plaintiff notice to quit, expiring on the 2nd September. From the 2nd September no rent was either paid or demanded, and the notice to quit was not obeyed. On the 21st September a further notice to quit was served, expiring on the 4th October. Proceedings taken on this notice by the defendant under the Recovery of Small Tenements Act, 1838, failed on the ground that the notice to quit was bad. On the 19th October, 1926, the defendant served a fresh notice to quit, which expired on the 28th October. She again took action, and at the hearing of the summons on the 13th November was granted a warrant of possession by the justices. On the 10th December the plaintiff brought an action for trespass in the county court, alleging that when the defendant obtained the warrant she had no legal right to possession of the premises. The county court judge held that the defendant had a lawful right to possession on the ground that the premises had become decontrolled, and that the defendant was the "landlord" of the dwelling-house in question, at the time she obtained possession, within the meaning of s. 2 (1) of the Rent and Mortgage Interest Restrictions Act, 1923. This section enacts: "Where the landlord of a dwelling-house to which the principal Act applies is in possession of the whole of the dwelling-house at the passing of this Act, or comes into possession of the whole of the dwelling-house at any time after the passing of this Act, then from and after the passing of this Act, or from and after the date when the landlord subsequently comes into possession, as the case may be, the principal Act shall cease to apply to the dwelling-house." (The principal Act is the Act of 1920.) The plaintiff appealed. Counsel for the appellant submitted that at the material time the defendant came into possession she was neither *a* landlord nor *the* landlord; he referred to s. 12 of the Act of 1920. He further contended that if the defendant was the landlord, and the premises were decontrolled, then they were decontrolled against everyone, including herself. Also she had received notice to quit terminating on the 29th September, 1926, from the freeholder, so unless she was rightfully holding over at common law she could have no right to possession of the premises once they were decontrolled. Counsel for the respondent submitted that under s. 12 of the Act of 1920 the common law knowledge was codified and the word "landlord" was defined as to include the position the defendant was in.

ACTON, J., giving judgment, said there were two points to be considered: (1) What was the meaning in law, independently of the Rent Restrictions Acts, of the word "landlord"; and (2) whether there was a special meaning to be given to the words "the landlord" in the particular section of the Act of 1923, with which the present case was concerned. He referred to the following passage per Baron Bramwell, in *Churchward* v. *Ford*, 2 H. & N. 184: "The word 'landlord' does not mean the lord of the soil, but the person between whom and the tenant the relation of landlord and tenant exists," and added that the relation of landlord and tenant was, of course, fully established only when the tenant had entered on the premises let. His lordship dealt with counsel for the appellant's argument that "the landlord" in s. 2 (1) of the Act of 1923 meant either the owner or someone who might be described as the "head landlord" and not one who was himself no more than a quarterly tenant who had sub-let the premises, but stated that the words "the landlord" appeared not only in that sub-section, but elsewhere, and very frequently in the Act of 1923. It was, therefore, expedient to consider how those words were used elsewhere, because the court was of the opinion that the same meaning should be given to them wherever they occurred, unless there was something in the context which clearly indicated that a different meaning was intended. They were used in many cases where the context seemed to show that their meaning could not be limited to that of "owner" or "freeholder," or "head landlord." In support of this his lordship referred to s. 2 (6) of the Act of 1920, as qualified by s. 7 (3) of the Act of 1923: "In sub-section (6) of section 2 of the principal Act the expression 'landlord' shall, in relation to a sub-tenancy, be taken to include not only the person who is immediate landlord of the sub-tenant, but also the landlord of that person." In his opinion there was nothing which indicated that the words of s. 2 (1) of the Act of 1923 intended any different meaning. The appeal was dismissed.

TALBOT, J., concurred.

COUNSEL: For the appellant, *John Harris*; for the respondent, *F. W. Beney*.

SOLICITORS: *Harry Hunt*, Woking; *Barton & Hanning*.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Macnaghten *v.* Douglas.

Acton, J., and Talbot, J. 16th May.

FEES'—CLAIM BY OSTEOPATH—NATURE OF TREATMENT QUESTION OF ADVICE—REGISTRATION UNDER MEDICAL ACT, 1858—MEDICAL ACT, 1858 (21 & 22 Vict., c. 90), s. 32.

This case raised the question of the right of an osteopath to recover fees for treatment given by him. The case was sent down for a new trial; his lordship expressed no opinion whether the claim could be divided into charges for manual treatment and charges for advice.

The plaintiff in this action, Edmund Loftus Macnaghten, claimed from the defendant Cecil Herbert Douglas, the sum of £30 9s., in respect of osteopathic treatment rendered by him to the wife of the defendant. At the hearing in the Marylebone County Court the defendant relied on s. 32 of the Medical Act, 1858, which enacts: "No person shall be entitled

to recover any charge in any court of law for any medical or surgical advice, attendance, or for the performance of any operation or for any medicine which he shall have both prescribed and applied, unless he shall prove upon the trial that he is registered under this Act." The County Court Judge stopped the case and entered judgment for the defendant, with costs. The plaintiff now appealed. Counsel for the appellant referred to the nature of the claim and stated that the period of treatment was from the 10th March to the 25th April, 1926. The plaintiff had an American degree of Doctor of Osteopathy, but he had no British medical degree. The claim was in respect of manual treatment and not for advice given. Counsel submitted that the County Court judge was wrong in holding that treatment of this nature came within s. 32 of the Medical Act, 1858, and in support he referred to the case of *Hall* v. *Trotter*, 38 T.L.R. 30, in which the circumstances were almost exactly similar and where a Divisional Court had held that an osteopath was entitled to recover fees for treatment rendered. Counsel for the respondent contended that inasmuch as the appellant had usurped the functions of a medical man he was not entitled to recover.

ACTON, J., giving judgment, referred to the similarity of the present case to that of *Hall* v. *Trotter, supra,* and regretted that the facts of the latter had not been more fully set out in the report, as it would have been useful to know whether the plaintiff there undertook any diagnosis or gave any advice as distinct from actual manual or manipulative treatment, and, if so, how far his claim was based upon the former. In that case the County Court Judge held that osteopathy was treatment which did not come within s. 32 of the Medical Act, 1858, and that decision was upheld on appeal to a Divisional Court. His lordship said that in the present case if the appellant's charges were analysed, and if it were proved that any part of the charges were for advice given, then it might be that he would not be able to recover in respect of that portion; but the claim had however been wholly barred by the County Court Judge. The court was bound by the decision in *Hall* v. *Trotter*, and the case must be sent down for a new trial.

TALBOT, J., concurred.

Leave to appeal was granted.

COUNSEL: For the appellant, *A. C. Jackson*; for the respondent, *Laporte Payne.*

SOLICITORS: *Lucas and Bailey; Blewitt and Son.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Societies.

Gray's Inn.

Thursday 12th May, being the Grand Day of Easter Term at Gray's Inn, the treasurer (Master The Right Hon. Lord Merrivale) and the Masters of the Bench entertained at dinner the following guests: His Excellency The Netherlands Minister, The Right Hon. Viscount Younger of Leckie, The Right Hon. Lord Ashfield, The Right Hon. Lord Carson, The Right Hon. Lord Blanesburgh, G.B.E., The Hon. Mr. Justice Bateson, The Master of the Rolls (The Right Hon. Lord Hanworth, K.B.E.), The Treasurer of the Hon. Society of the Inner Temple (His Honour Judge L. A. Atherley-Jones, K.C.), The President of the Law Society (Mr. A. H. Coley, LL.D.), Sir Patrick Hastings, K.C., Mr. John J. Withers, C.B.E., M.P., Mr. Daniel Stephens, K.C., Mr. W. A. Jowitt, K.C.

The Benchers present in addition to the treasurer were: Mr. T. Terrell, K.C., The Right Hon. Sir Plunket Barton, Bart., K.C., Mr. Herbert F. Manisty, K.C., Mr. Edward Clayton, K.C., Mr. Arthur E. Gill, Sir Montagu Shqrpe, K.C., Mr. W. Clarke Hall, Mr. R. E. Dummett, The Right Hon. Sir Hamar Greenwood, Bart., K.C., M.P., Mr. G. D. Keogh, Mr. J. W. Ross-Brown, K.C., Mr. James Whitehead, K.C., Mr. Frederick Hinde, with the chaplain (The Rev. W. R. Matthews, D.D.) and the under-treasurer (Mr. D. W. Douthwaite).

Middle Temple.

GRAND DAY.

Tuesday, the 17th inst. being Grand Day at the Middle Temple, the Treasurer (Mr. A. Macmorran, K.C.) and the Benchers entertained the following guests at dinner: Viscount Lee of Fareham, Lord Aberdare, Lord Southwark, Lord Merrivale, Mr. H. A. L. Fisher (Warden of New College, Oxford), the Hon. Vicary Gibbs, Sir Dugald Clerk, Sir Joseph Thomson (Master of Trinity College, Cambridge), Sir G. A. Berry, M.P., Sir E. J. Pollock, Sir T. R. Hughes, K.C. (Chairman of the General Council of the Bar), the Master of the Temple, Mr. J. M. Gatti (Chairman of the London County Council), Mr. C. E. E. Jenkins, K.C. (Treasurer of Lincoln's Inn), the Rev. L. R. Phelps, M.A. (Provost of Oriel College, Oxford), Dr. A. E. Brooke, D.D. (Provost of King's College, Cambridge), Mr. K. M. Macmorran, and the Rev. the Reader.

The Benchers present, in addition to the Treasurer, were: Master Viscount Mersey, Master English Harrison, K.C., Master Sir R. A. McCall, K.C., Master Judge Ruegg, K.C., Master the Marquess of Reading, Master Sir W. E. Hume-Williams, K.C., M.P., Master Aspinall, K.C., Master Viscount Dunedin, Master Judge Sir Alfred Tobin, K.C., Master Waugh, K.C., Master Mr. Justice Salter, Master De Gruyther, K.C., Master Mitchell Innes, K.C., Master Lowenthal, K.C., Master Holman Gregory, K.C., Master Sir Cecil J. B. Hurst, K.C., Master Hart, K.C., Master Matthews, K.C., Master Mr. Justice Finlay, Master Dunne, K.C., Master Dyer, K.C., Master Williamson, Master Dumas, Master Bevan, K.C., Master Sullivan, K.C., and Master Artemus Jones, K.C.

The Union Society of London.

On Wednesday evening the Union Society met in the Middle Temple Common Room to discuss the motion: "That in the opinion of this House the Government's Trade Union Bill is ill-advised." Mr. James McMillan (barrister), who opened, said that even a strike in one industry might coerce the community or the Government. Clause 1, the most important, was so wide that no striker was safe. A sympathetic strike might represent an attempt to prevent a general attack on wages.

Mr. W. S. Morrison (barrister), in opposing, said that the country was in favour of the principles of the Bill. There was no doubt in what a general strike consisted, and that it harmed the workers.

The following spoke in favour of the motion: Mr. A. W. Coleman (solicitor), Mr. K. Ingram (barrister), Mr. A. Sandilands (barrister), Mr. H. Salter Nichols (barrister) and Mr. J. Single (barrister), the President; and the following against: Mr. M. N. Clarke (barrister), Mr. R. S. Thorne (barrister), Mr. A. C. Douglas (Barrister).

The motion was carried by seven votes to three.

The Medico-Legal Society.

President: The Rt. Hon. Lord Justice ATKIN.

An ordinary meeting of the Society will be held at 11, Chandos Street, Cavendish Square, W.1, on Thursday, the 26th May, 1927, at 8.30 p.m., when a paper will be read by Sir G. Lenthal Cheatle on "Some Medico-Legal Aspects in the Fracture of Bone," which will be followed by a discussion.

Members may introduce guests to the meeting on production of a member's private card.

Solicitors' Benevolent Association.

The usual monthly meeting of the directors was held at The Law Society's Hall, Chancery Lane, on the 11th inst., The Right Hon. Sir William Bull, Bart., M.P., in the chair. The other directors present were Sir A. Copson Peake (Leeds), and Messrs. F. E. F. Barham, E. R. Cook, T. S. Curtis, E. F. Knapp-Fisher, C. G. May, H. A. H. Newington, F. L. Steward (Wolverhampton), A. B. Urmston (Maidstone). £867 was distributed in grants of relief, eighty-five new members were elected, and other general business transacted.

The United Law Clerks' Society.

The annual meeting of this Society was held in the Library of The Law Society's Hall (by kind permission of the Council), on Tuesday, the 10th inst, Mr. H. E. Warne (the chairman of the committee) presiding. There was a good attendance of members.

The annual report and accounts for 1926, which were adopted, showed that the year had been one of steady progress and increasing usefulness. The membership of the old

original section of the Society showed a net addition of twenty-three, whilst the Health Insurance section had had a net increase of 254. During the year the bonus which is paid to superannuated members had been increased, and this resulted in over £4,000 being paid to these members, who numbered eighty-eight at the end of the year. Altogether £9,558 had been disbursed on benefits, grants and allowances. It is a matter of considerable satisfaction to the committee that the profession, as the report shows, continues to give hearty and handsome support to the Society.

The annual election of officers having been made, Mr. E. E. Rowe submitted a resolution for the appointment of representatives in six of the larger provincial towns. The proposal evoked considerable discussion, and was at length carried by a substantial majority.

The address of the Society is 2, Stone-buildings, Lincoln's-inn, and a copy of the annual report will be forwarded immediately on application there to the Secretary.

The Auctioneers' and Estate Agents' Institute.

At the council meeting held at the Institute, Lincoln's Inn-fields, on Friday last, 13th inst., Mr. Alfred J. Burrows (Messrs. Knight, Frank & Rutley), of London and Ashford, was unanimously elected president for the ensuing year. The following members were elected vice-presidents, viz.: Messrs. Hubert Alexander (Messrs. Stephenson and Alexander, Cardiff); Arthur C. Driver (Messrs. Drivers, Jonas & Co.), London; C. Roland Field (Messrs. Field & Sons), London; J. Edward Kitchen (Messrs. Oliver Appleton & Kitchen), Leeds; Geo. F. Page, J.P. (Messrs. Nightingale, Page and Bennett), Kingston-on-Thames; and Sir Anker Simmons, K.B.E., J.P., Henley-on-Thames.

Rules and Orders.

THE ECCLESIASTICAL DILAPIDATIONS (COUNTY COURT) RULES, 1927. DATED FEBRUARY 28, 1927.

(*Continued from p.* 194.)

14. *The decision.*]—The Order of the County Court may affirm, set aside, or vary the Order of the Central Authority appealed against, and shall take the form of a declaration as to the rights of the parties in respect of the fixtures and things the subject-matter of the appeal; and the Judge may make such Order as to costs as he shall think fit, and shall have power to direct on what County Court Scale and under what column in the Scale costs are to be allowed, and in default of any such Order, costs shall be taxed under column B of the Higher Scale of costs.

15. *The Order.*]—When the Judge has given judgment on an appeal, the Registrar shall, as soon as conveniently may be, draw up an Order in accordance with the decision, and a sealed copy of the Order shall be sent to the Central Authority and to every party to the appeal.

16. *Enforcement of Order.*]—An Order of the County Court for costs, or so far as it relates to costs, may be enforced as if it were an Order for payment of a sum of money made under the County Courts Acts.

17. *County Court Rules to apply.*]—Subject to the special provisions of the Measure and these Rules, the Court shall have all the powers attaching to the exercise of its ordinary jurisdiction, including discovery and inspection of documents and of any article the subject-matter of the appeal and the transfer of a matter from one Court to another and the hearing of a matter which ought to have been commenced in another Court; and the Rules governing the practice of the Court shall, with the necessary modifications, apply accordingly.

18. *Appeal to High Court.*]—(1) A person intending to appeal to the High Court of Justice from an Order of the County Court shall give notice of his intention, according to the form in the Appendix [Form 4], to every other party to the appeal, to the Central Authority, and to the Registrar of the County Court, within ten days from the date of the Order.

(2) The provisions of the County Court Acts and Rules and of the Rules of the Supreme Court relating to appeals from a County Court to the High Court, shall apply to any such appeal with such modifications as may be necessary having regard to the express provisions of the Measure and of these Rules.

19. *Citation.*]—These Rules may be cited as the Ecclesiastical Dilapidations (County Court) Rules, 1927.

Dated the 28th day of February, 1927.

Cave, C.

APPENDIX.

FORM 1.

Notice of Appeal.

In the County Court of held at
In the Matter of the Ecclesiastical Dilapidations Measure, 1923,
and
In the Matter of an Appeal against an Order of the Central Authority relating to the Benefice of
Between
A.B.
of (address)
(*or* the Diocesan Dilapidations Board for) Appellant
and
The Diocesan Dilapidations Board for
(*or* C.D.
of) Respondent.

TAKE NOTICE that I intend to appeal to the County Court of held at from the Order of the Central Authority dated the day of , 19 , relating to the benefice of whereby (*state the effect of the Order appealed against*).

The grounds of my appeal are (*state the grounds*).

Dated the day of , 19 .

A.B.
Appellant, *or*
X.Y.
Secretary of the above-mentioned Board (Appellant).
(*add address*)

to which address all notices and other documents are to be sent.

To (the above-mentioned Board (Respondent) *or* C.D.).

FORM 2.

Request by Appellant for Entry of Appeal.
(*Heading as in Form* 1.)

Sir,

I herewith forward to you a copy of the notice of appeal in the above-mentioned matter given to the above-named Board (*or* C.D.).

I request the Court to enter the appeal for hearing, and to fix a time for the hearing.

I enclose the sum of £1 for the fee payable on the entry of the appeal, and a copy of the relevant extract from the Surveyor's Report, and a copy of each of the following documents, namely, the Objections to the Surveyor's Report, the Conclusions of the Board, and the Order of the Central Authority.

Dated this day of 19 .

A.B.
Appellant.
(*add address*).

to which address all notices and other documents are to be sent.

FORM 3.

Notice of Time and Place for Hearing an Appeal.
(*Heading as in Form* 1.)

TAKE NOTICE that the above-mentioned appeal will be heard at a Court to be held at on the day of 19 , at the hour of in the noon; and that if you do not attend either in person or by your solicitor at the time and place above-mentioned, such proceedings will be taken and Order made as the Judge may think just.

Dated this day of 19 .

Registrar.

To (*the Secretary to the Diocesan Dilapidations Board and to every other party, whether appellant or respondent*).

FORM 4.

Notice of Intention to Appeal to High Court.
(*Heading as in Form* 1.)

TAKE NOTICE that I intend to appeal to the High Court of Justice from the decision of the Judge on the hearing of the above-mentioned appeal on the day of , 19 , whereby (*state the decision appealed against*).

The grounds of my appeal are (*state the grounds*).

Dated the day of 19 .

A.B.
Appellant, *or*
C.D.
Respondent.
(*add address*).

To (every other party) and
To (the Registrar of the Court).

THE BANKRUPTCY RULES (No. 1), 1927, DATED 28TH FEBRUARY MADE UNDER SECTION 132 OF THE BANKRUPTCY ACT, 1914 (4 & 5 GEO. 5, C. 59).

1. The Forms numbered 61, 108, 109, 110, 111 and 112 in Part I of the Appendix to the Bankruptcy Rules, 1915, (*a*) are hereby annulled, and the Forms numbered 61, 108, 109, 110 and 111 in the Appendix to these Rules shall be inserted in due order of number in the said Part I of the Appendix to the Bankruptcy Rules, 1915.

2. These Rules may be cited as the Bankruptcy Rules (No. 1), 1927, and shall come into operation on the 14th day of March, 1927; and the Bankruptcy Rules, 1915, as amended, shall have effect as further amended by these Rules.

Dated the 28th day of February, 1927.

Cave, C.

I concur.

P. Cunliffe-Lister,
President of the Board of Trade.

APPENDIX.

No. 61.—PROOF BY TRUSTEE IN PRIOR BANKRUPTCY.

(*Title.*)

I,
of
make oath and say :—

1. The said was adjudicated a bankrupt in the Court on 192 , and I am the Trustee under such bankruptcy.

2. There was at the date of the Receiving (*or* Administration) Order herein, namely the day of 192 , and still is an unsatisfied balance of the debts provable against the property of the bankrupt in the aforesaid bankruptcy, of which I am Trustee, amounting to £ , as shown in the Statement endorsed hereon [*or* annexed hereto marked "A"].

3. I claim to prove in the present proceedings for the said amount.

Sworn, etc.

Before me

Admitted to vote for £ the day of 192 , this day of 192 .
Official Receiver *or* Trustee.

Admitted to rank for dividend for £
Official Receiver *or* Trustee.

No. 108.—NOTICE TO CREDITORS OF APPLICATION FOR DISCHARGE.

(*Title.*)

TAKE NOTICE that the above-named Bankrupt has applied to the Court for his discharge, and that the Court has fixed the day of 192 , at o'clock for hearing the application.

Dated this day of , 192 .
Official Receiver.

Note.—On the back of this notice the provisions of section 26 of the Bankruptcy Act, 1914, as amended by section 1 of the Bankruptcy (Amendment) Act, 1926, and section 27 of the Bankruptcy Act, 1914, should be printed.

No. 109.—ORDER GRANTING DISCHARGE UNCONDITIONALLY.

(*Title.*)

On the application of A.B., of &c., adjudged bankrupt on the day of 19 , and upon taking into consideration the report of the Official Receiver as to the bankrupt's conduct and affairs, including the bankrupt's conduct during the proceedings under his bankruptcy, and upon hearing the Official Receiver, and C.D., E.F., &c., creditors, and G.H., the trustee [*as the case may be*].

And whereas it has not been proved that the bankrupt has committed any of the misdemeanours or felonies mentioned in section 26 of the Bankruptcy Act, 1914, and proof has not been made of any of the facts mentioned in sub-section (3) of that section, as amended by section 1 of the Bankruptcy (Amendment) Act, 1926, or in section 27 of the Bankruptcy Act, 1914, or that the bankrupt has been guilty of any misconduct in relation to his property and affairs. It is ordered that he be and he hereby is discharged.

Dated this day of 19 .
By the Court,

Registrar.

No. 110.—ORDER REFUSING DISCHARGE.

(*Title.*)

ON THE APPLICATION OF

(*Commencement as in Form* 109.)

And whereas it has been proved that the Bankrupt has committed the following misdemeanours (*or* felonies), namely,

(*Here state particulars.*)

or

And whereas it has not been proved that the bankrupt has committed any of the misdemeanours or felonies mentioned in section 26 of the Bankruptcy Act, 1914; but proof has been made of the following facts under sub-section 3 of that section, as amended by section 1 of the Bankruptcy (Amendment) Act, $\frac{\text{(or}}{\text{(and}}$ under section 27 of the Bankruptcy Act, 1914) namely

(*Here state particulars.*)

$\frac{\text{or}}{\text{and}}$ that he has been guilty of misconduct in relation to his property and affairs, namely,

(*Here state particulars.*)

It is ordered that the Bankrupt's discharge be and it is hereby refused,

Dated this day of 192 ,
By the Court,

Registrar.

No. 111.—ORDER SUSPENDING DISCHARGE.

(*Title.*)

ON THE APPLICATION OF

(*Commencement as in Form* 109.)

And whereas it has not been proved that the bankrupt has committed any of the misdemeanours or felonies mentioned in section 26 of the Bankruptcy Act, 1914, [*or* it has been proved that the bankrupt has committed the following misdemeanours $\frac{\text{(and}}{\text{(or}}$ felonies) namely (*set them out*)], but proof has been made of the following facts under sub-section (3) of that section as amended by section 1 of the Bankruptcy (Amendment) Act, 1926, $\frac{\text{(or}}{\text{(and}}$ under section 27) of the Bankruptcy Act, 1914.

(*Here state particulars.*)

$\frac{\text{or}}{\text{and}}$ that he has been guilty of misconduct in relation to his property and affairs, namely :—

(*Here state particulars.*)

It is ordered that the Bankrupt's discharge be suspended until a dividend of not less than ten shillings in the pound has been paid to the creditors, with liberty to the bankrupt at any time after the expiration of two years from the date of this order to apply for a modification thereof, pursuant to section 26.

Or

It is ordered that the Bankrupt's discharge be suspended for and that he be discharged as from the day of 192 .

Dated this day of 192 .
By the Court,

Registrar.

THE COUNTY COURT DISTRICTS (HADLEIGH) ORDER, 1927. DATED FEBRUARY 16, 1927.

I, George Viscount Cave, Lord High Chancellor of Great Britain, by virtue of section 4 of the County Courts Act, 1888, as amended by section 9 of the County Courts Act, 1924, and of all other powers enabling me in this behalf, do hereby order as follows :—

1. The holding of the County Court of Suffolk held at Hadleigh shall be discontinued, and the Parishes set out in the first column of the Schedule to this Order (being the Parishes constituting the District of that Court) shall be transferred to, and shall form part of, the County Court Districts set opposite to their names respectively in the second column of that Schedule.

2. The County Court of Suffolk held at Ipswich shall have jurisdiction to deal with all proceedings which shall be pending in the said Court held at Hadleigh when this Order comes into operation.

3. In this Order "Parish" shall have the same meaning as in the County Courts (Districts) Order in Council, 1899, provided that the boundaries of every parish mentioned in this Order shall be those constituted and limited at the date of this Order.

4. This Order may be cited as the County Court Districts (Hadleigh) Order, 1927, and shall come into operation on the 1st day of March, 1927, and the County Courts (Districts) Order in Council, 1899, as amended, shall have effect as further amended by this Order.

Dated the 16th day of February, 1927.

Cave, C.

Schedule.

First Column. Parishes.	Second Column. County Court Districts.
	Suffolk :
Aldham	Ipswich.
East Bergholt	Ipswich.
Elmsett	Ipswich.
Hadleigh Parish	Ipswich.
Higham	Ipswich.
Holton-Saint-Mary	Ipswich.
Kersey	Ipswich.
Layham	Ipswich.
Raydon	Ipswich.
Semer	Ipswich.
Stratford-Saint-Mary	Ipswich.
Wenham Magna	Ipswich.
Whatfield	Ipswich.
Bildeston	Stowmarket.
Hitcham	Stowmarket.
Kettlebaston	Stowmarket.
Naughton	Stowmarket.
Nedging	Stowmarket.
Wattesham	Stowmarket.
Boxford	Sudbury.
Brent Eleigh	Sudbury.
Cheilesworth	Sudbury.
Edwardstone	Sudbury.
Groton	Sudbury.
Hadleigh Hamlet	Sudbury.
Lindsey	Sudbury.
Milden	Sudbury.
Monk's Eleigh	Sudbury.
Polstead	Sudbury.
Shelley	Sudbury.
Stoke-near-Nayland	Sudbury.

Legal Notes and News.

Appointments.

Lord SINHA has been elected an Honorary Bencher of Lincoln's Inn. Mr. WILFRID MORTIMER HUNT, M.A., B.C.L., has been elected a Bencher of the Inn in the place of the late Mr. Dighton Nicolas Pollock. Mr. Hunt was called to the Bar by Lincoln's Inn in 1894.

The Board of Trade have appointed Mr. THOMAS BRUNYÉE HARSTON to be Official Receiver for the Bankruptcy District of the County Courts at Carlisle, Workington and Cockermouth, and Whitehaven and Millom, as from Tuesday last, the 17th inst., in succession to the late Mr. Kighley J. Hough, deceased.

Professional Announcement.

(2s. per line).

Messrs. Morgan, Wright & Wood, solicitors, have moved from 49 Bank-street, Bradford, to more commodious offices at "Empire House," 10 Piccadilly, in that City. The telephone numbers (Bradford 419 and Shipley 107) will remain unchanged.

Wills and Bequests.

Mr. Samuel Wortley Rickards, solicitor, of East-parade, Leeds, and of Wharfe View, Ben Rhydding, Yorks, left estate of the gross value of £1,603.

MIDDLE TEMPLE MOOT.

JUDGMENT OF Mr. JUSTICE FINLAY.

Mr. Justice Finlay presided over the Middle Temple Moot on Monday in the unavoidable absence through illness of Lord Carson. Among those present were Mr. Justice Sankey, Mr. Justice Astbury, Sir Robert McCall, K.C., Mr. Arthur Powell, K.C., Mr. J. B. Matthews, K.C., Mr. Holman Gregory, K.C., Mr. Heber Hart, K.C., Mr. Philip Landon (Oxford University), and Mr. A. F. Clements, Convener of the Moots.

The case, an appeal to the House of Lords, was as follows :—

Herbert and Wife v. *Sanderson and Wife.*

Mrs. Sanderson was driving her husband's motor car, he sitting by her side, from Henley to Oxford. On reaching a straight piece of road near Dorchester, she accelerated to 80 miles per hour. A hundred yards ahead a child started to cross the road. Mr. and Mrs. Herbert were walking along the road, and in order to save the child's life, Mr. Herbert dashed into the road and threw the child into safety, but the rear wheel of the car passed over his leg, fracturing it. Mrs Herbert, who was suffering from post-influenzal neurasthenia, was made seriously ill from the shock. Mr. and Mrs. Herbert sued Mr. and Mrs. Sanderson.

The above facts being agreed, and further evidence heard, the judge left the following questions to the jury: (1) Was Mrs. Sanderson negligent ?—Yes. (2) Was her negligence the direct cause of the damage to Mr. Herbert ?—Yes. And to Mrs. Herbert ?—Yes. (3) Was Mr. Herbert's act of dashing into the road a reasonable one in the circumstances ?—Yes. (4) Was the shock to Mrs. Herbert due to her fear for the child, or for her husband or for both ?—To fear for the child. (5) Damages—£150 to Mr. Herbert ; £500 to Mrs. Herbert.

On the above findings, the judge entered judgment for £150 for the plaintiff, Mr. Herbert, and judgment for the defendants upon Mrs. Herbert's claim. The Court of Appeal, by a majority, affirmed his decision, Smith, L.J., dissenting as to Mrs. Herbert's claim, and holding that she was entitled to judgment for £500. There were now an appeal and cross-appeal to the House of Lords.

There appeared for the appellant Mr. L. Egeland (Trinity College, Oxford) and Lord Waleran (Trinity College, Oxford) ; and for the respondent Mr. R. E. Seaton and Mr. Derek Baker.

Mr. Justice Finlay, giving judgment, said that it was an interesting and unique occasion, insomuch that there were two students of the Middle Temple arguing against two representatives of Trinity College, Oxford, to whom he offered a warm welcome on behalf of the Bench. The arguments had been admirable on both sides. He held that the judge was right in finding for Mr. Herbert, and the Court of Appeal right in affirming that decision. If there were evidence, as must be assumed, to support the findings of the jury, they were binding. The defendant was driving at the reckless speed of 80 miles per hour, and thereby exposed the infant to imminent death. Mr. Herbert by his act saved the infant from imminent death, and having so acted reasonably and laudably was entitled to recover damages if he suffered damage as the result of the negligence of the defendant.

The basis of the case was that the defendant was the wrong-doer, and she could not be heard to say that she was not liable to someone who received damage in trying to avert the consequences of her wrongdoing.

As regards Mrs. Herbert it was settled law that a nervous shock as the result of negligence might justify an action, physical contact no longer being necessary : *Hambrook* v. *Stokes Brothers*, 1925, K.B. 141, C.A. It was fallacious to say that Mrs. Herbert, by reason of her complaint, was a ready victim of the injury she suffered. It was the result of the defendant's tort. So far as her claim was concerned, the appeal was allowed.

TRADERS' DIFFICULTIES UNDER EARLY CLOSING ACT.

Giving evidence on Monday before the Home Office committee of inquiry into the working of the Early Closing (Shop Hours) Act, Mr. E. D. Roberts, of the National Federation of Retail Fruiterers, Florists and Fishmongers, said it was found that the different hours allowed for the sale of different commodities were the cause of many breaches of the law, as it was most difficult for a trader to deny service of one class of goods to a customer who had just been served with some other goods that are in an exempted class. The desire had been expressed, without exception, for a reduction of hours of business, the hours most favoured being 7 p.m. on four week-days, 8 p.m. on Fridays, and 9 p.m. on Saturdays, with a compulsory weekly half-holiday as from 1 o'clock. In Scotland an extra hour on Saturday found favour. Mr. Roberts submitted that a large majority of those engaged in the trade would welcome a general closing order for 8 p.m. on week nights and 9 p.m. on Saturdays being placed on the Statute book, without any exemptions for any class of goods.

Mr. W. T. Miseldine, who represented the Journeymen Butchers' Federation of Butchers, said shop managers and assistants employed in the retail meat trade did not want longer hours. The general public were not demanding longer hours, and their needs were adequately met by the present closing times. The idea of double shifts for shop assistants would entail greater expense, which the general public would have to pay.

Mr. E. Hewetson, representing, as president, the Cinematograph Exhibitors' Association of Great Britain and Ireland, mentioned that the attendances at cinemas in Great Britain averaged about 8,000,000 persons a week, and said the public had never been able to see any rhyme or reason why the facilities for the sale of certain articles in cinemas should be withdrawn at a certain time. He asked the committee to

recommend that the public should enjoy the same privileges under the Shops Acts when they attended cinemas as they could before the restrictions imposed by D.O.R.A. became operative.

The inquiry was adjourned.

MAGISTRATE AND OMNIBUS SPEED.

In a case at Bow Street Police-court, on the 5th inst., in which the proprietor, driver, and conductor of an independent omnibus were summoned for failing to run the omnibus in accordance with scheduled time. Mr. P. B. Showam, counsel for the defence, said that owing to the acceleration of traffic as a result of the adoption of the gyratory system it was impossible to keep to the schedules. In this particular case the Commissioner of Police had refused an application for a reduction of the scheduled time allowed for journeys.

The driver told the magistrate that it was impossible for him to keep to the scheduled time. If he went slowly the passengers made a fuss.

Sir Chartres: That does not make it impossible, although it may be disagreeable.

The conductor said that he arrived in the Strand forty minutes in advance of the schedule time, although he had done his best to slow down by stopping at every point as long as possible.

Mr. Showam urged that "these wretched people" were driven from pillar to post, and it was becoming increasingly impossible for the independent omnibuses to carry on.

Sir Chartres Biron said he must assume that the persons who made the schedules were reasonably acquainted with the traffic conditions. If the defence had been that it was impossible for the omnibus to get to its destination in time he could have understood it, but it was difficult to believe that the driver could not avoid arriving too soon. It was impossible to shut one's eyes to the fact that a great many of the independent omnibuses were driven at an excessive speed in order to try to obtain an advantage over those of the General Omnibus Company. He fined the proprietor 40s., and the driver and conductor 20s. each.

The driver and conductor were also fined 20s. for causing an obstruction with the omnibus.

LEGAL CHASTISEMENT.

The Newport (Isle of Wight) Bench dismissed recently a charge against Mr. William H. P. Chandler, headmaster of Newport Church Boys' School, of having assaulted two pupils named Holbrook by thrashing them at school. After having examined the boys in private the chairman said they did not regard the punishment as immoderate. The Bench felt strongly that schoolmasters should be supported, and not hindered or interfered with in their work by parents being so unwise as to tell their children that they would not allow them to be punished at school. Dr. Raymond, who examined the boys, said the weals were not serious. They showed that the boys had had a good caning.

The Property Mart.

We are informed by Messrs. Goddard & Smith just before going to Press that at the Sale by Auction on Thursday last (announced in THE SOLICITORS' JOURNAL on the 30th ult. and 14th inst.) that Scott's Restaurant in Coventry Street, Piccadilly, was sold for £200,000.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
Monday May 23	Mr. Jolly	Mr. Bloxam	Mr. Hicks Beach	Mr. Bloxam
Tuesday .. 24	More	Hicks Beach	Bloxam	Hicks Beach
Wednesday 25	Synge	Jolly	Hicks Beach	Bloxam
Thursday . 26	Ritchie	More	Bloxam	Hicks Beach
Friday 27	Bloxam	Synge	Hicks Beach	Bloxam
Saturday .. 28	Hicks Beach	Ritchie	Bloxam	Hicks Beach

Date.	Mr. Justice Astbury.	Mr. Justice Clauson.	Mr. Justice Russell.	Mr. Justice Tomlin.
Monday May 23	Mr. Synge	Mr. Ritchie	Mr. More	Mr. Jolly
Tuesday .. 24	Ritchie	Synge	Jolly	More
Wednesday 25	Synge	Ritchie	More	Jolly
Thursday . 26	Ritchie	Synge	Jolly	More
Friday 27	Synge	Ritchie	More	Jolly
Saturday .. 28	Ritchie	Synge	Jolly	More

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-à-brac a speciality.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4½%. Next London Stock Exchange Settlement, Thursday, 26th May, 1927.

	Middle Price 18th May	Interest Yield.			Yield with Redemption.		
English Government Securities.		£	s.	d.	£	s.	d.
Consols 4% 1957 or after	86⅝	4	12	6	—		
Consols 2½%	55⅜	4	10	0	—		
War Loan 5% 1929-47	100 9/32	4	19	6	4	19	6
War Loan 4½% 1925-45	95¾	4	14	0	4	17	0
War Loan 4% (Tax free) 1929-42	100⅜	3	19	6	3	19	6
Funding 4% Loan 1960-90	87⅜	4	11	6	4	12	0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	92⅝	4	6	6	4	9	6
Conversion 4½% Loan 1940-44	98	4	12	0	4	16	0
Conversion 3½% Loan 1961	76 13/16	4	11	0	—		
Local Loans 3% Stock 1921 or after	64½	4	13	0	—		
Bank Stock	247	4	17	0	—		
India 4½% 1950-55	90⅞	4	19	0	5	2	6
India 3½%	70⅝	4	19	0	—		
India 3%	60½	4	19	0	—		
Sudan 4½% 1939-73	94	4	16	0	4	17	0
Sudan 4% 1974	84½	4	15	0	4	18	6
Transvaal Government 3% Guaranteed 1925-53 (Estimated life 19 years)	80½	3	14	0	4	12	0
Colonial Securities.							
Canada 3% 1938	84½	3	11	6	4	18	0
Cape of Good Hope 4% 1916-36	92½	4	6	6	5	0	0
Cape of Good Hope 3½% 1929-49	80½	4	7	0	5	0	6
Commonwealth of Australia 5% 1945-75	100¼	5	0	0	5	0	0
Gold Coast 4½% 1956	95¼	4	14	6	4	17	6
Jamaica 4½% 1941-71	92	4	18	0	4	19	0
Natal 4% 1937	92½	4	6	6	4	19	6
New South Wales 4½% 1935-45	90	5	0	0	5	9	0
New South Wales 5% 1945-65	96½	5	3	6	5	4	6
New Zealand 4½% 1945	95¼	4	15	0	4	18	6
New Zealand 5% 1946	101¾	4	18	0	4	18	6
Queensland 5% 1940-60	96⅝	5	3	6	5	4	6
South Africa 5% 1945-75	102	4	18	0	4	19	6
S. Australia 5% 1945-75	98¾	5	1	6	5	2	6
Tasmania 5% 1945-75	100½	4	19	6	5	1	0
Victoria 5% 1945-75	100	5	0	0	5	2	0
W. Australia 5% 1945-75	99	5	1	0	5	3	0
Corporation Stocks.							
Birmingham 3% on or after 1947 or at option of Corpn.	62¾	4	16	0	—		
Birmingham 5% 1946-56	101¾	4	18	0	4	19	0
Cardiff 5% 1945-65	101¼	4	19	0	4	19	0
Croydon 3% 1940-60	69	4	7	6	5	0	0
Hull 3½% 1925-55	78¼	4	10	0	5	0	0
Liverpool 3½% on or after 1942 at option of Corpn.	73½	4	15	6	—		
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	52½	4	16	0	—		
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	62¾	4	15	6	—		
Manchester 3% on or after 1941	63½	4	14	6	—		
Metropolitan Water Board 3% 'A' 1963-2003	63	4	15	0	4	16	0
Metropolitan Water Board 3% 'B' 1934-2003	64¼	4	12	6	4	15	0
Middlesex C. C. 3½% 1927-47	82½	4	5	6	4	17	6
Newcastle 3½% irredeemable	71½	4	18	6	—		
Nottingham 3% irredeemable	61¾	4	17	0	—		
Stockton 5% 1946-66	101½	4	18	6	4	19	6
Wolverhampton 5% 1946-56	101¼	4	19	0	4	19	0
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Gt. Western Rly. 4% Debenture	81	4	19	0	—		
Gt. Western Rly. 5% Rent Charge	99	5	1	0	—		
Gt. Western Rly. 5% Preference	94½	5	6	0	—		
L. North Eastern Rly. 4% Debenture	76	5	6	0	—		
L. North Eastern Rly. 4% Guaranteed	72	5	11	0	—		
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L. Mid. & Scot. Rly. 4% Debenture	80	5	0	0	—		
L. Mid. & Scot. Rly. 4% Guaranteed	77	5	4	0	—		
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